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The Solicitors' Journal

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Current Topics.

Legal Education.

ONCE again the question of systematising legal education for both branches of the profession is before us in the interesting report of the Committee, presided over by Lord ATKIN, which was appointed two years ago to consider the organisation of legal education with a view to (*a*) closer co-ordination between the work done by the Universities and the professional bodies, and (*b*) further provision for advanced research in legal studies. Both limbs of these instructions may appear to be academic rather than practical, but none the less they are important and deserving of careful consideration, as indeed they have received. The outcome of the consideration given to them is, first, the recommendation for the appointment of an advisory committee to deal with proposals by the professional bodies or the University law schools to grant or receive exemption from examinations; the co-ordination of the teaching of particular subjects in the Universities and the professional law schools. Secondly, the proposal is advanced for the creation of an Institute of Advanced Legal Studies which should serve as a centre of study for those from the dominions and colonies, and as a clearing house through which information as to the laws of the British Commonwealth of Nations and foreign countries could be made available. Professor LASKI, one of the members of Lord ATKIN's Committee, considers that, in addition, the Bar should require as part of its legal education a period of training in a barrister's chambers comparable in character to the practical training in a solicitor's office exacted by The Law Society from its students. This may be said to be outside the terms of reference, but it is none the less of the utmost importance. Reading in chambers, as it is called, may mean much or it may mean nothing. Lord CRANWORTH used to say that the most instructive part of his education was that which he received in a special pleader's chambers. Others have not been so fortunate. One who was a pupil of BOWEN has left it on record that he and his fellow pupils very rarely saw or indeed received any instruction from that very distinguished lawyer. At that period, it is true, BOWEN was up to the eyes in work, but those in his pupils' room saw him occasionally on a Saturday, when he would open the door and say "Read 'Elton on Commons' and I will talk to you about it next Saturday"! They would draw pleadings for him at times, which he corrected, or, rather, scratched out from beginning to end. In the case of other distinguished lawyers, some took immensity of pains to help their pupils, among such being LINDLEY, afterwards the Master of the Rolls and Lord of Appeal. To his merits as a preceptor Sir FREDERICK POLLOCK bore eloquent testimony in his recent book of recollections.

Convictions Quashed.

THE Court of Criminal Appeal one day last week quashed no less than four convictions in respect of alleged serious criminal offences (*vide The Times*, 28th July). Details of the hearing of three are not given—merely the offences charged and the sentences (all of which were at assizes)—but in the fourth case (*Rex* v. *Donovan*) the full judgment is set out. It would not be unfair to assume that in the vast majority of the numerous cases in which the Court of Criminal Appeal intervene the quashing of the conviction is for some defect (as in *R.* v. *Donovan*) in the summing-up amounting to a misdirection which (to quote the concluding words of the judgment) "may have led to a wrong verdict." The case of *R.* v. *Donovan* involved a definite misdirection on a point of law upon which the jury expressly sought the direction of the court: and its importance lies in the ruling of the Court of Criminal Appeal upon what should have been the direction given. At the same time their lordships were emphatic in their appreciation of the discharge of his duties by the chairman, who "was at pains to sum up an unusually difficult case with impartiality and precision." It was beyond question, of course, that the conviction could not stand; but what we cannot help fearing in regard to misdirection generally is that it offers a very wide loophole indeed for the escape of guilty persons. The tendency, so far as county quarter sessions are concerned, to have the chairmanship in the hands of a trained (and happily in most cases experienced) member of the Bar is a great safeguard against the danger of frequent misdirection. Moreover, the Court of Criminal Appeal have wide powers of sustaining a conviction if, on the whole, no injustice has been done. But the comparative frequency with which misdirection forms a ground for quashing convictions would seem to justify consideration of this aspect of criminal procedure by the proper authorities—perhaps by Parliament. The old saying that it is better that a dozen guilty persons should escape than that one innocent person should be wrongfully punished would still hold good as a fundamental maxim of criminal jurisdiction; but it is not desirable that persons found guilty by juries should have too much opportunity of subsequent escape by way of legal technicality.

Road Traffic Act, 1934.

THE new Road Traffic Act, which received the Royal Assent on 31st July, contains provisions which should materially reduce the number of deaths and injuries received on the roads. Some of its principal features may be summarised as follows: Applicants for a driving licence since 1st April will be required to pass a test of proficiency and to satisfy the examiners in starting, stopping and manipulating a car in a confined space, in the use of road signs, and a knowledge of the Highway Code. It is proposed to develop the use of

pedestrian crossings. Since 19th July, when 219 crossing places were in use in London, suggestions for 1,786 more pedestrian crossing places have been put forward by some sixty-eight local authorities, and other local authorities are being asked by the Ministry of Transport to submit schemes. Subways will be built in some cases, but it is intimated that in many places the cost would be prohibitive, in view of the depth to which the subways would have to be taken in order to avoid the mains. The new Act imposes a speed limit of 30 miles an hour operative in built-up areas and enables any person, including a pedestrian, to be fined for failure to observe its regulations. An important provision which may involve some hardship is that by which doctors or hospitals giving emergency treatment to a person injured in a road accident can recover a fee of 12s. 6d. from the user of the vehicle concerned. This liability must be covered by insurance; but the average careful motorist, who is normally concerned to earn a "non-claim bonus," will not welcome the imposition when the accident is attributable to causes wholly outside his control, such as by the reckless or incompetent driving of another or by the fault of a pedestrian. The maximum term of imprisonment for reckless or dangerous driving is increased from six months to two years. According to the Parliamentary Correspondent to *The Times*, from whose note in that paper of 31st July much of the foregoing information has been obtained, the Metropolitan Police have intimated that they are in favour of the proposal for silent zones in which a motor horn must not be sounded at certain times of the day or night, and it is probable that the system will be adopted in London at a very early date. Some of the principal provisions of the Act come into force only on the fixing of an "appointed day," which in many cases may be expected to be 1st January, 1935.

Valuation for Death Duties.

THE contradictory state of the authorities on the meaning of s. 7 (5) of the Finance Act, 1894, recently gave rise to a further conflict of judicial opinion in the Court of Appeal in *Re Sir William Thomas Paulin (deceased)*, *The Times*, 28th July. The section relates to death duties, and provides that "the principal value of any property shall be estimated to be the price which, in the opinion of the Commissioners, such property would fetch if sold in the open market at the time of the death of the deceased." The property in question consisted of a large number of ordinary shares in a joint stock limited company, of which the articles provide that a holder might transfer or appoint by will such ordinary shares to certain specified classes of his relatives, subject to the directors' approval of the transferee. Shares not disposed of might be transferred within three months by the company to another member at a price to be determined in accordance with elaborate provisions in the articles. If not so sold within the three months, the holder was within three months thereafter free to sell them to any person at any price. The petitioners, who were executors of the will of a shareholder, contended that the "article prices" of the shares should be the basis for valuation. Mr. Justice FINLAY held, on the authority of *Attorney-General* v. *Jameson* (1905), 2 I.R. 218, and *Salvesen's Trustees* v. *Inland Revenue Commissioners* (1930), Sc. L.T. 387, that the value of the shares was to be fixed as if they were freely saleable on the "open market" as stated in the Act, except that trust companies should not be treated as possible bidders, as trust companies would not be registered as shareholders. Lord Justice SLESSER in the Court of Appeal reviewed the authorities and said he thought that the words "open market" in the statute contemplated a market in which every would-be purchaser might be regarded as present, but, being present, it was still necessary to consider the nature of the property which he sought to buy, and, if such property had necessarily in it qualities which confined its value, the mere unrestricted number or absence of limit of the class of the hypothetical purchasers did not remove the limitations of value incident to the property itself. Lord Justice ROMER delivered a judgment to the same effect, allowing the appeal by the executors, but Lord HANWORTH, M.R., in a dissenting judgment, thought that the appeal should fail, following the authority of the *Attorney-General* v. *Jameson* (1905), 2 I.R. 218. It is, to say the least, highly arguable, as the Master of the Rolls pointed out, that by the use of the words "open market" the Legislature intended that restrictions in the articles on rights of alienation were to be ignored, and that no clear meaning can otherwise be given to the words. On the other hand, the restrictions on alienation contained in the articles clearly diminished the intrinsic value of the property. The point is interesting and of very wide application, and no doubt we shall hear more about it in the future.

The Union Cold Storage Company Case.

THE decision in this case has excited a great deal of interest and approval in the City, largely on account of the amount involved, £12,000,000, and the vast number of preference shareholders. The facts are fairly well known, so far at any rate as they were revealed to the court, but briefly it may be said that, after a career of some thirty years of unexampled prosperity during which the ordinary stock, held by a private company for the benefit of the members of a single family, never received a dividend less than 10 per cent. per annum, the preference stockholders holding £9,000,000 capital were asked by the Cold Storage Company to consent to a reduction of their interest by 1 per cent. per annum, and in the case of the 10 per cent. stockholders by 3 per cent., in return for a cash payment of 2s. for every £1 of stock held, reduced 1 per cent. in interest. In other words the stockholders were to surrender income at the rate of £1 a year for £10 cash—ten years' purchase—and merely on account of dangers in the offing. The articles provided that the rights of any class of stockholders might be varied or modified by an extraordinary resolution passed by a three-quarters majority at a class meeting. Circulars were issued explaining the necessity of the scheme, along with proxy cards, and resolutions approving the scheme were proposed at meetings held in halls which, it was proved, could not accommodate numbers of stockholders who desired to be present. There was a good deal of noisy dissent, and the resolution at two out of the three meetings was defeated on a show of hands, but ultimately passed by the requisite majority on taking a poll. The plaintiff Mr. GEORGE HUGHES, a Bath solicitor, claimed a declaration that the resolutions and agreements approved of were *ultra vires* and void, and were not validly or regularly passed. EVE, J., after a week's trial, held that the resolutions came within Art. 65 of the company's articles and were duly passed, and that the circulars explained the scheme in plain and unambiguous language. The opinions of the directors in putting it forward were honestly entertained and expressed, and no valid objection could be maintained on the ground of anything contained in them. But he held that the action succeeded as there had been a wholly inadequate disclosure of material facts, and particularly of the existence of a lease by two of the directors, Lord VESTEY and Sir EDMUND VESTEY, to the company of very large properties in different parts of the world at a rent of £960,000 a year liable to abatement if the profits did not reach a certain figure, and therefore swelled or maintained by any reduction in the preference dividend. Neither the lease nor the interest of the ordinary shareholders was referred to in the circular. The authorities, such as *Kaye* v. *Croydon Tramways Co.* [1898] 1 Ch. 358, and *Baillie* v. *Oriental Telephone Co.* [1915] 1 Ch. 503, make it clear that in all such cases and those within s. 153 of the Companies Act, 1929, there must be no concealment of any material facts which might influence the decision,

Distress for Tithe Rent-charge.

SOME IMPORTANT NEW DECISIONS.

WITHIN the last two years there have been several decisions of great importance upon the question of distress for tithe rent-charge, which has itself assumed national importance in view of recent agitation on the subject, and it is proposed to collect, in the course of this article, such decisions, which have rendered even the most recent text-books out of date on this particular aspect of the law of distress.

To appreciate the exact point raised by the first of these cases, *Queen Anne's Bounty* v. *Thorne* [1934] A.C., 50 T.L.R. 294; 78 SOL. J. 206, it is necessary to point out that, by the Tithe Act, 1891, s. 1 (1), "Tithe rent-charge . . . shall be payable by the owner of the lands, notwithstanding any contract between him and the occupier of such lands, and any contract made between an occupier and an owner of lands, after the passing of this Act, for the payment of the tithe rent-charge by the occupier shall be void." In the case of contracts made *before* the Act, whereby the occupier undertook to pay tithe rent-charge, the owner is still liable to pay it, but in such case he has a right of reimbursement by the occupier, which right can (by sub-s. (3)) be enforced by the owner "by distress in the manner provided by the Tithe Commutation Act, 1836, Sections 81 and 85." On reference back to the earlier Act, it is seen that in the case of tithe rent-charge which is "in arrear and unpaid for the space of twenty-one days . . . it shall be lawful for the person entitled to the same, after having given or left ten days' notice in writing . . . to distrain upon the lands liable to the payment thereof . . ." Section 2 of the 1891 Act, however, provided, by sub-s. (1) thereof, that, where tithe rent-charge is in arrear for not less than three months, the person entitled thereto may apply to the county court of the district where the land is situate, and the judge (after service on the owner of the land of notice of the application and after he has been given an opportunity to appear) may order that the arrears be recovered "*in manner provided by this Act, and the rent-charge as defined by this Act shall not be recovered in any other manner.*" Finally, by s. 2 (2)—

> "Where it is shown to the Court that the lands are occupied by the owner thereof the order shall be executed by the appointment by the Court of an officer who, subject to the direction of the Court, shall have the like powers of distraint for the recovery of the sum ordered to be paid as are conferred by the Tithe Acts on the owner of a tithe rent-charge for the recovery of arrears of tithe rent-charge, and no greater or other powers . . ."

In *Queen Anne's Bounty* v. *Thorne* the owner of the land subject to the tithe rent-charge was himself in occupation. Arrears had accrued from 1st October, 1931, to 18th April, 1932, on which date an application was made to the county court for payment thereof. On 20th April notice of the application was served on Mr. Thorne; on 5th May an order was made for the issue of a distress warrant, and (without giving any notice of his intention to distrain) a bailiff entered a farmhouse on 24th February, 1933, and seized certain furniture, and on the same day gave notice of such seizure. On 2nd March, 1933, the registrar of the county court applied to the judge for leave to sell the furniture, and on 6th April, 1933, the judge made an order granting leave to sell by tender.

On appeal to the Divisional Court (Swift and du Parcq, JJ.) *two* points were raised. The most important of these for our present purpose is the argument that no seizure could in the circumstances be lawful unless ten days' notice of intention to distrain was first given. In *Warden and Scholars of New College, Oxford* v. *Davison* [1934] 1 K.B. 297, Swift, J., had, but a few months before, decided that such notice must be given, on the grounds that the only change effected by s. 2 of the 1891 Act was that the owner of the tithe rent-charge was no longer entitled to go on the premises and himself distrain, but must get the county court to act for him, and that the officer appointed by the court had the same powers as the owner of the tithe rent-charge and no greater. The Divisional Court, in *Queen Anne's Bounty* v. *Thorne*, approved of and applied that decision, and the appeal was allowed.

On further appeal, Lord Hanworth, M.R., Slesser and Romer, L.JJ. (1934), 78 SOL. J. 206, reversed this decision and held that the bailiff is under *no* obligation to give the ten days' previous notice referred to in s. 81 of the 1836 Act. The court came to the conclusion that under the 1891 Act a new procedure had been adopted which did not carry forward the obligation of complying with the earlier Act, and the order of the county court judge was therefore, in the result, restored.

The official law report of the Court of Appeal's decision in this case is not yet available, but it can hardly be said to be very convincing. To the writer, the reasoning of du Parcq, J., in the Divisional Court—reasoning which the learned Master of the Rolls thought "inconclusive"—is unanswerable. The learned judge, declaring his inability to accept the argument that the 1891 Act swept aside the ten days' notice and substituted another notice, said ([1934] 1 K.B., at p. 313):—

> "I am unable to see how the notice required under s. 2 (1), which is a notice that an application is going to be made for an order which will bring about the appointment of an officer of the court with powers enabling him to distrain, can be said to be a notice that within a certain time a distress will in fact be levied. The first is a notice of the hearing of an application which may result in an order; the second is a notice that something, which the officer of the court who steps into the shoes of the owner of the tithe rent-charge has power to do, is about to be carried out—namely, a distress involving entry upon land which can only be rendered lawful by Act of Parliament. The tithe rent-charge owner has no power of levying distress except the power which was created by the Act of 1836; and the officer of the court gets no power except that conferred upon him by the Act of 1891, which is the same power as that which the previous Statute had conferred upon the tithe rent-charge owner . . . It would have been perfectly easy for the legislature, if they intended that no notice of the distress should be required, to put in some such words as 'without further notice,' and make the matter clear beyond doubt. Instead of that, one finds on looking at the Act of 1891, that the legislature seems to have been at pains to show that the powers conferred upon the officer of the court were strictly limited, because he is to have the like powers 'and no greater or other powers' than those of the tithe owner, and it appears to me that when the tithe owner's powers are considered it clearly cannot be said that his right is to enter and distrain without qualification."

However attractive that argument may seem, we must now reject it, at least for the present, in view of the decision of the Court of Appeal. But on the other point which was argued before the Divisional Court in this case, the higher court was in agreement. It was argued before Swift and du Parcq, JJ., that the seizure of the furniture was illegal; s. 81 of the 1836 Act gave a right to distrain "upon the lands," and it was argued that these words meant "upon the titheable produce of the lands," i.e., crops or the annual increase of flocks, and did not extent to household goods. The court rejected this argument, Swift, J., saying (at p. 311), "I see nothing in this section"—i.e., s. 81 of the 1836 Act—"to limit the personal chattels which are upon the premises to any particular class."

In the second of the recent decisions to be considered, *R.* v. *Judge Clements; Ex parte Ferridge* [1932] 2 K.B. 535, the county court judge had, upon the application of the tithe owners, made an order for the recovery of the tithe rent-charge, and directed the officer of the court to distrain. This was done, and the officer offered the goods seized for sale by auction, but a number of persons present prevented the auction from being carried out. The tithe owners thereupon applied to the

county court judge for a further order for the recovery of the same rent-charge, together with the costs and expenses of the abortive sale. The judge made this order and directed that the goods seized should be sold by tender.

Upon this a rule *nisi* for *certiorari* was obtained to remove the second order of the county court judge into the High Court, on the ground that he had no jurisdiction to entertain the application or to make the order. In support of the rule it was argued that the judge had exhausted his powers by making the first order on the application of the owner; an application for directions after an abortive sale might perhaps be made under s. 2 (2) of the 1891 Act by the officer of the court charged with the recovery of the arrears, but the tithe owner could no longer properly make any application; that there was no evidence that Ferridge had done anything to render the sale by auction abortive, and that, in the absence of such evidence, a second distress was illegal. Rejecting this argument *in toto*, Lord Hewart, L.C.J., said that the second order was not a new order, but an order for a second distress and the reason for making it was that the auction sale had proved abortive. The fact that the second order directed a sale by tender afforded no reason for objection; and there being, therefore, no usurpation of jurisdiction by the county court judge, the rule *nisi* must be discharged.

In *Queen Anne's Bounty* v. *Blacklock's Executors* [1934] 1 K.B. 599, the owners of a tithe rent-charge obtained from the county court judge in May, 1932, an order for the payment of a sum of arrears for three consecutive half-years ending 1st October, 1931. In November, 1933, application was made to the judge to direct the officer of the court to distrain for that sum under s. 2 (2) of the 1891 Act. He refused, on the ground that by the proviso to s. 81 of the 1836 Act, "not more than two years' arrears shall at any time be recoverable by distress," and that the arrears claimed went back more than two years before the date of the proposed distress. On appeal to the Divisional Court, it was argued for the respondents that, by the terms of s. 81, the *whole* of the arrears must be distrained for in the distress thereby authorised, subject to the limitation that there must not be distress for more than two years' arrears, and that the owner of the tithe rent-charge could not pick and choose which two years he will distrain for, but is confined to the last two years' arrears.

Rejecting this argument, and reversing the decision of the county court judge, Lord Hewart, L.C.J., said (at p. 604): "I think that s. 81 of the Tithe Act, 1836, is dealing merely with the *quantum* which is to be recovered, and is not dealing with time. That which may be recovered by distress is 'not more than two years' arrears,' and there is nothing in the section in my view which limits those two years to the period immediately antecedent to the date of the distress . . ."

It may profitably be noted here that, as pointed out by the Lord Chief Justice in the above case, the Act of 1891 *did* introduce a time-limit for proceedings, namely by s. 10 (2), which provides that: "A sum on account of tithe rent-charge shall not be recoverable under this Act unless proceedings for such recovery have been commenced before the expiration of two years from the date at which it became payable." In the actual circumstances of the case the period of the arrears was three half-years ending 1st October, 1931, and proceedings for recovery were commenced by the application dated 26th March, 1932, so that the Act had been complied with. It would seem that the period of two years specified by s. 10 (2) should be computed from the date on which the tithe rent-charge last became recoverable, not merely the date on which it became due; that is to say, the three months' grace allowed by s. 2 (1) of the 1891 Act should be taken into consideration.

The report of the foregoing case is immediately followed by that of three other decisions of considerable importance: *Swaffer* v. *Mulcahy*; *Hooker* v. *Do.*, and *Smith* v. *Do.* [1934] 1 K.B. 608, tried by MacKinnon, J. The facts were that the owners of certain tithe rent-charges applied to the county court judge under s. 2 of the 1891 Act for the recovery of arrears due from F.S., J.H. and W.B.S. The judge made orders accordingly, and appointed J, an officer of the court, to distrain. J gave to all three ten days' notice in writing of his intention to distrain, but took no further steps, and eight months later the county court, on the application of the tithe owners, appointed M (an officer of the court) to distrain in place of J. M served no further notices but seized from F.S. ten ewes, nineteen lambs and five tegs; in the case of J.H., five cows and one horse, which was at the time of the seizure in use drawing a cart; in the case of W.B.S., forty-three sheep, one cow, one heifer and one cart-horse (in actual use), of which W.B.S. was merely the bailee.

Actions of replevin by all three against M were removed by *certiorari* into the High Court. The plaintiffs there contended that the distress was illegal on several grounds, which may profitably be considered *seriatim*:—

1.—*Because M had not served ten days' notice of his intention to distrain.*

This case, be it noted, was heard before the Court of Appeal's decision in *Queen Anne's Bounty* v. *Thorne* (*supra*), and MacKinnon, J., referred (at p. 626) to *New College, Oxford* v. *Davison* (*supra*), and said that in his opinion such a notice *was* necessary, but added: "It seems to me that the whole purpose of the ten days' notice and its obvious purpose is to give the owner of the land . . . an opportunity of paying the money . . . Mr. Joy having given the ten days' notice, the plaintiff in this case was given ample opportunity of paying." Pointing out that, as a mere matter of machinery, the court had substituted one officer for another, the learned judge came to the conclusion that "there was no necessity at all for a second ten days' notice to be given."

2.—*Because, by the Statute* 51 *Hen.* 3, *stat.* 4, "*beasts which gain the land and sheep*" *are privileged if other distress is available.*

It was argued that such other distress was available and, therefore, the distress on the sheep was unlawful. The learned judge came to the conclusion that the words of the statute "bestes ke gaignent sa terre" meant "beasts of the plough," which, with sheep, were the subject-matter of a qualified privilege from distress in those cases to which the statute applied; but that distress for tithe rent-charge was more analogous to *execution* than to distress for rent, and that, just as in *Hutchins* v. *Chambers* (1758), 1 Burr. 579, Lord Mansfield had held "beasts of the plough" distrainable for poor rate, so also here the sheep could be seized regardless of the existence of other sufficient distress on the land. MacKinnon, J.'s decision on this point is of great importance as it affects not only the nature of the goods which can lawfully be distrained upon for arrears of tithe rent-charge but also the mode of seizure and of impounding and the time of sale: *vide* "Distress for Rates," 76 Sol. J. 710.

3.—*Because, in the cases of J.H. and W.B.S., the horses seized were in actual use at the time.*

This point was conceded by the defendants, and the learned judge allowed the unsuccessful plaintiffs to deduct £15 from the costs on this account.

One last point involved in the case deserves mention. It was contended that W.B.S., being a mere bailee of the goods seized, could not maintain replevin, but the only authority cited for this proposition was *Templeman* v. *Case* (10 Mod. Rep. 24), where the court said: "A possessory right is sufficient to maintain an action on the case, though not a replevin." There is, however, a solid body of authority the other way: see, for example, Co. Litt. 145B, *Arundell* v. *Trevill* (1662), 1 Sid. 81; *Peacock* v. *Purvis* (1820), 2 Brod. and Bing. 362; and *Fenton* v. *Logan* (1833), 9 Bing. 676; and MacKinnon, J., came to the conclusion that "it is more in agreement with the general principle that a man who is a bailee, and whose possession of goods is disturbed, may

maintain an action in regard to that disturbance of his possession."

In the last case to which reference is desired to be made, *Queen Anne's Bounty* v. *Cooke* (1934), 50 T.L.R. 339, by two orders of the learned judge of the Hastings County Court made in 1931, the officer of the court was appointed to distrain for two sums for arrears of tithe rent-charge due by Mr. Cooke. Queen Anne's Bounty did not attempt to have these orders executed for over two years, and when they finally sought to do so and applied to the registrar of the county court to instruct the officer to distrain, he refused, whereupon application was made to the judge for directions to be given to such officer. This the learned judge refused to do, because the original orders had directed the officer to distrain on lands of Mr. Cooke situated partly in the parish of Winchelsea and partly in the parish of East Guldeford, whereas separate orders should, in his judgment, have been made for each parish. From this decision Queen Anne's Bounty appealed. Talbot and Macnaghten, JJ., allowing the appeal, said that there was nothing in either the 1836 Act or the 1891 Act which rendered an order bad because it referred to land in two or more parishes, that no purpose would be served by writing on two separate pieces of paper words which could equally well be written on one, and that, therefore, the orders of 1931 were perfectly valid and enforceable.

Company Law and Practice.

The Status of a Liquidator.

THE topic which I am going to discuss this week may possibly be thought to be rather academic in its nature, but, as I hope will be shown in the course of the discussion, it does involve considerations which might in particular cases prove to be of the utmost practical importance. The position of a liquidator (and in this respect it is not unlike that of a director) does not admit of concise definition; it has indeed, been described as *sui generis*. I do not think it is going too far to say that it has by no means been fully worked out even to-day; and the conception of a liquidator's position has undergone a certain modification with the gradual evolution of the standards of duty applicable to that office.

If we take a look at some of the earlier cases, we shall find that the *dicta* (and for some time there does not appear to be anything on this point stronger than *dicta*) do not seem to go further than this—that a liquidator is a trustee for the company's creditors, though a trustee of a somewhat limited character, whose duties depend on statute. In one case Lord Selborne says: "The hand which receives the calls necessarily receives them as a statutory trustee for the equal and rateable payment of all creditors." In 1871, Lord Cairns, speaking of a compulsory winding-up, says: "There is . . . imposed on the assets of the company wherever they may be at the time of the winding-up a trust to be applied in discharge of the liabilities of the company": *Delhi Bank's Case*, 15 Sol. J. 923, at p. 924. In *Re Oriental Inland Steam Co.*, L.R. 9 Ch. App. 557, at p. 559, we find James, L.J., saying that the Companies Act "has enacted that in the case of a winding up the assets of the company so wound up are to be collected and applied in discharge of its liabilities. That makes the property of the company clearly trust property. It is property affected by the Act with an obligation to be dealt with by the proper officer in a particular way . . . There were assets fixed by the Act with a trust for equal distribution among the creditors"; and at p. 560, per Mellish, L.J.: "From the time of the winding-up order all the powers of the directors of the company to carry on the trade or deal with the assets of the company shall be wholly determined, and nobody shall have any power to deal with them except the official liquidator, and he is to deal with them for the purpose of collecting the assets and dividing them amongst the creditors . . . That does, in strictness, constitute a trust for the benefit of all creditors."

On the other hand, there are cases in which, whilst the fact is recognised that a liquidator is, in a sense, a trustee, he is likened rather to an agent of the company. In *Re Anglo-Moravian Co.*, 1 Ch. D. 130, James, L.J., at p. 133, said that in a voluntary winding-up the liquidator is appointed by the company to act as their agent. In *Re Silver Valley Mines*, 21 Ch. D. 381, at p. 386, Jessel, M.R., says: "I by no means say that an official liquidator who (though no doubt he is in a sense a trustee) is a paid agent of the court is entitled to the same indulgence as an ordinary gratuitous trustee"; and at p. 392, Cotton, L.J., said that in his opinion a liquidator was a person having a *primâ facie* right to costs, but not in the ordinary sense a trustee. "He is a person appointed by the court to do a certain class of things; he has some of the rights and some of the liabilities of a trustee, but is not in the position of an ordinary trustee. Being an agent employed to do business for a remuneration, he is bound to bring reasonable skill to its performance."

Now, from this selection of the earlier *dicta* it is clear that whilst no true definition of the status of a liquidator was attempted, emphasis was laid on his position either *qua* trustee or *qua* agent. In *Knowles* v. *Scott* [1891] 1 Ch. 717 (and here we are beginning to touch on the cases to which I have adverted where a concise definition of the liquidator's status is of practical importance), it became necessary for, I think, the first time to decide whether or not a liquidator was in the strict sense a trustee. A shareholder brought an action against the liquidator of a company in voluntary liquidation for damages for delay in delivering to the shareholder his proportion of cash and shares, the delay being attributed to the liquidator's negligence; there was no question of *mala fides*, dishonesty or fraud. The ground on which the action was based was that the liquidator was the trustee for the plaintiff of his proportion of the assets in the liquidator's hands, and that in this capacity of trustee the liquidator was liable for negligence. Romer, J., held that a liquidator is not a trustee in the strict sense with such a liability; if he were held to be a trustee for each creditor or contributory of the company his liability would indeed, be onerous. "In my view, a voluntary liquidator is more correctly described as the agent of the company—an agent who has no doubt cast upon him by statute and otherwise special duties, amongst which may be mentioned the duty of applying the company's assets in paying creditors and distributing the surplus among shareholders."

A further illustration of the practical importance of the answer to the question whether, and, if so, to what degree, a liquidator is a trustee is provided by the case of *Re Windsor Steam Coal Co.* [1928] 1 Ch. 609; [1929] 1 Ch. 151. There a liquidator had mistakenly and negligently paid a sum of £15,000 to an alleged creditor who was not in fact entitled to any such payment at all. On a misfeasance summons being taken out against him, the liquidator sought to bring himself within s. 30 of the Trustee Act, 1925, which exempts a trustee from liability for, *inter alia*, loss not due to his wilful default. It was necessary to consider, therefore, whether a liquidator is a trustee for the purposes of that Act. By the definition section of the Act (s. 68 (xvii)), the expressions "trust" and "trustee" extend to implied and constructive trusts and to cases where the trustee has a beneficial interest in the trust property; and Maugham, J., in the court of first instance, had some doubt as to whether the language of the definition was not wide enough to include a liquidator "who from some aspects is undoubtedly a trustee." He preferred, however, to follow Romer, J.'s description of a liquidator as an agent in *Knowles* v. *Scott*, *supra*. "Neither directors nor liquidators, speaking generally, are to be regarded as trustees within the

meaning of the Trustee Acts. For many years past the liability of directors and liquidators has been ascertained on the footing that they were not entitled to avail themselves of the protection of the old section of the Trustee Act, 1893, and by parity of reasoning they are not entitled to the protection of s. 30 of the Trustee Act, 1925." The Court of Appeal in the *Windsor Steam Coal Co. Case* were able to uphold Maugham, J.'s decision on the facts without deciding whether or not a liquidator is a trustee within the Trustee Act, 1925, though it is interesting to note that Lawrence, L.J., thought that even if he were, he is as a paid trustee disentitled to relief under s. 61 of that Act ([1929] 1 Ch. 151, at p. 164).

Finally, there is one point of some practical importance in this connection which does not seem to have arisen for discussion or decision, viz., whether a liquidator is a trustee for the purposes of s. 8 of the Trustee Act, 1888, or whether he has the protection of the ordinary Statutes of Limitation. In many cases, of course, this would be immaterial—if he could not rely on the one he would be protected by the other. But if he is a trustee for this purpose, he would presumably have no protection in those cases of misappropriation and fraud which, by virtue of s. 8 of the Trustee Act, 1888, debar a trustee from relying on the protection of lapse of time. It is clearly settled by the case of *Re Lands Allotment Company Limited* [1894] 1 Ch. 616, that directors fall within s. 8 of the Trustee Act, 1888, as to moneys of the company which have come into their hands or under their control; and in a parallel case it is suggested that liquidators would be held to be trustees for this purpose.

I hope that sufficient has been said to indicate the practical importance of being able to determine in a particular case the status as I have called it of a liquidator. It seems clear that at present description, and not definition, is the more apt for this purpose, and that description, to be comprehensive, would run to considerable length. If we want a short description, I do not think we can do better than adopt the words of Lawrence, L.J., in *Re Windsor Steam Coal Company* [1929] 1 Ch. 131, at p. 167: "His office is a statutory office under which he has statutory duties to perform, including the getting in of the assets and the payment of the company's liabilities and distribution of the surplus amongst the shareholders."

A Conveyancer's Diary.

Effect of Covenant to Devise or Bequeath Property.

THE recent case of *Re Bennett* (*The Times*, 21st July), which has received much more prominence than it deserves in the lay press, calls attention to a branch of the law which I think most of us have forgotten. I must admit that, so far as I am concerned, I did not realise it.

I do not need to go in any detail into the facts of that particular case. It is sufficient to say that there were certain gifts purported to be made in the testator's lifetime to one whom he desired to benefit, and it was held that, in fact, the donor had not parted with the possession of some of the things which he had purported to give so as to vest those things in the donee.

It is interesting to note that the law on this subject is rather old. There are no recent cases. That may, perhaps, be because no one has ventured to challenge the authorities. It may, on the other hand, be that we have overlooked the law, and not having any occasion to consider it, have neglected it.

The only cases referred to in the report in *The Times* are *Gregor* v. *Kemp* (1722), 6 Sw. 404, and *Jones* v. *Martin* (1798), 5 Ves. 266N. Both are somewhat ancient. I think that the law may be stated as follows: If one covenants to settle certain specific property by will and fails to do so, the covenantee may enforce the covenant against the personal representatives of the deceased and is entitled to an actual conveyance of the property from the personal representatives or from any others who happen to hold it, who cannot set up a defence of *bonâ fide* purchasers for value.

If, however, a testator covenants to transfer or bequeath an aliquot share in his estate, he may dissipate his estate in his lifetime so as not to leave anything to answer the covenant, and unless the covenant is made for valuable consideration no action will lie against his personal representatives except to the extent of the assets in their hands.

Thus, if a father covenant to leave a fourth share of his estate to a daughter, he may in his lifetime dispose of his property (even voluntarily) in such a manner as to leave nothing at all, and so defeat his covenant. That is plain enough. It still remains to be considered whether he could do so, reserving an interest to himself. That he cannot do. In *Gregor* v. *Kemp* (1722), 3 Sw. 404, which was cited in the *Bennett Case*, it was held that certain dispositions made by a covenantor in her lifetime with the express intention of avoiding a covenant entered into by her in marriage articles executed on the marriage of her son were fraudulent, although the Lord Chancellor stated that, notwithstanding the articles, the covenantor was not restrained from disposing of her estate in any way in her lifetime, but so, his lordship said, "with this single exception, she is restrained from making a disposition on purpose to defeat the covenant."

Then there was *Jones* v. *Martin* (1798), 5 Ves. 266N, which was the only other authority referred to, so far as appears, where it was laid down that the dissipation by the covenantor of his estate, a share in which he had covenanted to leave to a child, was not in fraud of the covenant, but where the covenantor reserved to himself a life interest that was in fraud of the covenant, and the disposition so made could be set aside.

The law seems to be that, where there is a covenant to leave specific property by will to a person, that is enforceable, and the person in whose favour the covenant is made, whether directly or through trustees, is entitled to enforce it. Where, however, there is a covenant to leave a share in the testator's estate, there is no obligation upon him not to get rid of his property and so defeat the interest which would otherwise go to the covenantee. But if the covenantor deals with his property in a way which is in effect testamentary, as by disposing of it, reserving to himself a life interest, that will not suffice to defeat the covenant.

That was so held in *Fortescue* v. *Hennah* (1812), 19 Ves. 66. Sir William Grant, M.R., in his judgment said: "Robert Hickes having covenanted that his eldest daughter and her first husband and her children by him should at the death of Robert Hickes have a full moiety of all the real and personal estate of which he should die seised or possessed, it is clear that he could not defeat the effect of that covenant by any testamentary act. The question is, whether he could defeat it by acts which, though not strictly testamentary, were not to take effect until after his death. It is evident that such a covenant has little value, if its effect is to depend on the form of the instrument . . . It seems to me that the spirit of such a covenant requires that every disposition should be excluded, which is in its effect testamentary, though not such in point of form . . . Therefore all sums in the pleadings mentioned of which Robert Hickes reserved the life interest to himself are for the purposes of this covenant to be considered as part of the personal property which he possessed at the time of his death."

There was a somewhat different position in *Synge* v. *Synge* [1894] 1 Q.B. 466.

The facts in that case were that the defendant before, and as an inducement to, his marriage with the plaintiff promised in writing, as part of the terms of the marriage, to leave a house and land to her for her life; but the defendant

subsequently conveyed the property by deed to a third party. The wife brought an action for damages for breach of contract.

It was held by the Court of Appeal (reversing the judgment of Mathew, J.) (1) that as the defendant had put it out of his power to perform the contract by conveying the property in question to another person, there had been a breach, in respect of which the plaintiff (the wife) had an immediate right of action to recover damages and that the measure of such damages was the value of the possible life estate to which the plaintiff would be entitled if she survived the defendant, and (2) that where a proposal in writing to leave property by will, made to induce a marriage, is accepted and the marriage takes place on the faith of it, if the proposal relates to a defined piece of real property, the court has power to decree a conveyance of that property after the death of the person making the proposal against all who claim under him as volunteers.

The remedy, therefore, may be in damages in such circumstances, but a claim will lie for the actual transfer of the specific property if vested in a mere volunteer.

Landlord and Tenant Notebook.

Covenant to Reside on Farm.

COVENANTS to reside are most common in the case of leases of public-houses nowadays; the exigencies of management and the views of licensing justices are the main reasons. But, despite modern transport facilities, it is an advantage to a well-ordered estate if tenants live on the land they hold and work. The question of public policy was gone into as long ago as 1770, in Ireland, in some protracted litigation reported as *Ponsonby* v. *Adams*, 2 Bro. P.C. 431. The action was for breach of covenant, and arose out of a perpetually renewable lease which bound the tenant and his heirs to live on the premises for ever. This was backed by a provision for an increase in rent, from £125 18s. 9d. to £150 per annum, in the event of breach, the difference being expressly made recoverable by distress. The refusal by a sub-tenant to pay the increase gave rise to the proceedings which commenced as a replevin action and continued as an application for equitable relief, and which (after several assignments and deaths had necessitated substitutions of parties) resolved itself into an argument as to whether the covenant was repugnant, unreasonable, in restraint of natural liberty, and contrary to public policy. Of the arguments put forward in its favour, some would be valid to-day in England, e.g., that it was in the truest interests of agriculture that tenant farmers should reside on their holdings, cultivating and improving the land demised to them, and that the community in general benefited when provision was made for lower rent to be payable in such an event. Other contentions had reference to recent disturbances in Ireland, and as lease and covenant were perpetually renewable, it looks as if counsel saw no hope of peace. However, on an appeal, the court upheld the covenant. One cannot indeed see how, despite its feudal flavour—*glebae adscriptus* suggests itself—such a provision could be considered void; nor is there anything in the Agricultural Holdings Act of to-day to make such a covenant unenforceable; indeed, it is consistent with the implied covenant to observe the rules of good husbandry.

A few years later, in *Tatem* v. *Chaplin* (1793), 2 H.Bl. 133, it was held that such a covenant ran with the land. The covenant in this case also provided for a penal rent, the increase being £5 per month, in the event of breach.

Questions of construction were dealt with in two cases which followed. In *Doe d. Ibbotson* v. *Hawke* (1802), 2 Ea. 480, a tenant had left his interest by will to his nephew A, "but not to sell . . ." and "if he refuses to dwell there himself, or keep in his own possession, then my will is, that my nephew J shall have," etc. A took possession, got into financial difficulties, and deposited the lease to secure a loan. The debt was later paid off by another creditor, who took over the security. A having got into further financial difficulties, the new creditor put the sheriff in; the sheriff announced a sale, on the morning of which A left the premises. J turned up at the sale, and before it actually took place, announced his claim. The point raised in the case was, as may be expected, whether A had "refused" to dwell on the farm. It is, of course, settled law that a tenant does not break a covenant not to assign by going bankrupt, any more than by dying, assignment by operation of law being outside its scope. The answer to this, adopted by the court, was that the deposit, giving the original lender a specific lien, was a voluntary act; apart from this, the will was to be read as containing a conditional limitation on the devise, and the condition had taken effect.

The other case, *Doe d. Lockwood* v. *Clarke* (1807), 8 Ea. 18, interpreted a provision in a lease in what is, I submit, somewhat startling fashion. The habendum concluded with "if the said T. Clarke and his executors, etc., should so long continue to inhabit and dwell with his and their family and servants in the said farm-house." The tenant having absented himself, ejectment was brought; it was objected that what was in form a qualification of the habendum was in substance a condition or proviso for re-entry, and as the lessor of the plaintiff had not re-entered before bringing ejectment, there ought to be a non-suit. But Lord Ellenborough, C.J., refused to agree that there was any analogy to a forfeiture, and compared the provision rather with a habendum "if the tenant shall so long live." As what had happened was that the tenant had gone bankrupt and his assignees sold the lease for £1,200, this was unfortunate. With all due deference to his lordship, whose many decisions on the law of landlord and tenant have seldom been questioned, it would seem that this reasoning might open the door to wholesale evasion of the equitable and statutory restrictions on forfeiture. If, instead of the usual proviso, a lease contained a habendum qualified by "if the said tenant should so long continue to observe the covenants hereinafter contained," a landlord might, on the strength of the above judgment, snap his fingers at L.P.A., 1925, s. 146. The fallacy is that a habendum can be qualified by reference to an event which must happen, though at a time not ascertainable when the grant is made, but not by a wholly uncertain event; surely a qualification of the latter kind amounts to a proviso for re-entry.

The above are, I think, the most important of the authorities affecting covenants to reside on farms. If the events which give rise to them are not likely to occur in exactly the same form in the twentieth century, the judgments contain some guidance of use to those concerned with large estates.

Our County Court Letter.

BANKRUPT'S ASSETS IN POSSESSION OF COMPANY.

IN the recent case of *In re Caplan; Eaves* v. *Boyd's Furnishers Ltd.*, at Manchester County Court, the trustee in bankruptcy applied for (1) a declaration that he was entitled to the assets of the company (as property divisible among the bankrupt's creditors) and also to the shares held by the bankrupt and his wife; (2) the appointment of the applicant as permanent receiver and manager of the company. The evidence was that (*a*) the receiving order was made against the bankrupt (who formerly traded as Wright's Wholesale Furnishers) on the 11th April, the assets being £150 and the liabilities £2,482 for goods supplied; (*b*) the company was registered on the 29th December, 1933, with a capital of £500, but ninety-one of the shares were held by the bankrupt, 140 by his wife, and

eleven by a former employee ; (*c*) the wife's shares were paid for by the bankrupt's cheque, which was endorsed by the wife (as payee) who paid it to the company, which returned it to the bankrupt in payment for goods alleged to have been supplied before incorporation ; (*d*) on the 23rd May an interim injunction was obtained against the disposal of furniture by the company, which had only bought £300 worth, whereas the amount removed to its premises was £1,300 in value. His Honour Judge T. B. Leigh made an order as asked, observing that he was concerned with the interests of the public (as well as those of the creditors) and he might have to take further action. It transpired that the trustee intended to apply for the removal of the company's name from the register.

RECAPTION OF CHATTELS.

In the recent case of *West* v. *Dyson*, at Bournemouth County Court, the claim was for the return of missing goods or (£20 15s.) their value, and £10 as damages for wrongful entry. The plaintiff's case was that (1) he had supplied certain goods on sale or return to the firm in which his brother and the defendant were partners ; (2) the firm had suffered a distraint and the plaintiff (having paid £28 17s. 6d. to release the goods) had removed them to his own warehouse ; (3) he and his sister then agreed to purchase some of the goods (viz., a bedroom suite) for £14 10s., which was to be credited against the amount paid under the distraint ; (4) two days later the defendant's men broke into the warehouse and removed the goods, together with certain others ; (5) although there was no proof that all the goods were actually taken by the agents of the defendant, he was responsible for those found to be missing. The defendant's case was that negotiations were proceeding for a dissolution of the partnership, and he was entitled to remove the goods. His Honour Judge Hyslop Maxwell observed that, even if the defendant had a grievance against the plaintiff and his brother, he had no right to any of the goods in the warehouse, and was not entitled to break in. As the defendant's wrongful act had caused the goods to be lost, it was unnecessary to decide who removed them. Judgment was therefore given in favour of the plaintiff for £17 10s. 6d., to be reduced to £2 10s. 6d. if the defendant should be lucky enough to find the goods, and to return them within fourteen days.

THE RIGHTS AND LIABILITIES OF MONEYLENDERS.

In the recent case of *Jones* v. *Lancashire Loans Ltd.*, at Liverpool County Court, the claim was for the re-opening of a moneylending transaction, on the ground that the terms were harsh and unconscionable. The plaintiff's case was that (1) in 1930 she asked for a loan of £10, but was told that the minimum was £30, which amount she borrowed on the security of a bill of sale ; (2) she repaid the loan by instalments of 12s. 6d. and was liable to repay ten guineas in a lump sum at the end of the year, so that renewals had increased the amount borrowed to £85 10s. 6d., in respect of which she had paid £145 8s. 6d. in four years ; (3) having been circularised by the Northern Borrowers' Aid and Protection Society, she had brought her action on the advice of her solicitor, who had paid out the bailiff on one occasion. The defendants' case was that, if they had charged interest at 20 per cent. they would have been taking a great risk in the circumstances, although £13 had admittedly been entered in the ledger as the profit on a £30 transaction. His Honour Judge Dowdall, K.C., observed that (*a*) the security represented by the bill of sale for the original loan of £30 was good, but interest had been charged at 60 per cent. ; (*b*) this was excessive, and the transaction should be revised on the basis of 22½ per cent. Judgment was therefore given for the plaintiff, with costs, the figures for the revised transaction to be settled by accountants.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Speedy Litigation.

Sir,—One is always hearing nowadays of the desire to speed up litigation, but does not the delay rest with the practitioners themselves ? I was recently looking through some old papers which are now before me and show the following :—

On Wednesday, the 21st November, 1894, I issued a writ in the Chancery Division for rectification of a settlement in which infants were concerned. The same day I entered appearances for all the defendants—including the formalities of a guardian *ad litem* for the infants—and sent the draft statement of claim to the printers. The statement of claim and defence were delivered the following day and the action set down. On the Friday (23rd) counsel applied to the judge (North, J.) to expedite the hearing. His lordship was so astonished at what had been done that he offered to hear the case at 4 o'clock, which he did, and that day delivered judgment, within some fifty-four hours of the issue of the writ.

Can any of your readers beat this, which I believe is still a record even under the New Procedure Rules ? Order XXX was not compulsory in those days ! ! !

Gracechurch Street, E.C.3. F. H. Ramsden.
24th July.

Reviews.

Book-keeping for Solicitors. By J. O. Kettridge, F.S.A.A. 1934. Demy 8vo. pp. 60 (with Appendix). London : Stevens & Sons, Ltd. 5s. net.

The author is a practising incorporated accountant of long experience, and the fact that he has succeeded in compressing a system of book-keeping for solicitors, complete with notes on the compilation of the profit and loss account and balance sheet, into some thirty pages, is indicative of his grasp of the subject. The system recommended is, from an accountant's point of view, eminently practical and is designed to comply with the requirements of the new Rules as to the isolation of clients' moneys. For those solicitors who have not hitherto kept their clients' moneys distinct from their own, but who have in operation a set of books kept by "double-entry," the system has the further recommendation that it may be installed by the simple expedient of adding two columns in one or two of the existing books. The textual matter in the book is supplemented by a model set of accounts, and although many details are necessarily omitted, anyone acquainted with the principles of double-entry book-keeping will find the author's note simple to follow. It is doubtful whether a legal practitioner unversed in these principles would be able to grasp the essentials readily, but, as the author observed at the outset, it is not his intention to give instruction in elementary book-keeping. Altogether this is a book that can be recommended to all who have some knowledge of accounting principles and who wish to comply with the new requirements with the minimum of trouble.

Books Received.

Solicitors' Accounts and the Solicitors Act, 1933, *and Rules made thereunder.* By The Rt. Hon. Sir Dennis Herbert, K.B.E., M.P., Solicitor, Member of the Council of The Law Society, and P. H. Blackwell, Fellow of the Institute of Chartered Accountants. 1934. Demy 8vo. pp. vii and (with Index) 141. London, Liverpool and Birmingham : The Solicitors Law Stationery Society, Ltd. 7s. 6d. net.

To-day and Yesterday.

30 JULY.—On the 30th July, 1835, William Wild, a boy of fourteen, was indicted at the Derby Assizes for the murder of two little girls aged three and one and a half, the children of a farmer in whose service he was. He did not get on well with his employer, and it appeared that he committed the crime out of spite. Being sent one day to fetch the little girls home, he threw them into a pond and let them drown. After a few minutes' deliberation, the jury found him guilty and Mr. Justice Gaselee passed sentence of death.

31 JULY.—In 1910, the Divisional Court made an order under the Vexatious Actions Act, 1896, prohibiting Bernard Bouler from instituting any legal proceedings in any court without leave. He claimed, however, that this did not include criminal proceedings, and on the 31st July, 1913, it was decided that it did not. The judgment of Darling, J., dealing with Bouler's disabilities is characteristically witty. He said: "I doubt whether the order precludes him from going to the Writ Office of the High Court and simply asking for a writ, although he is disentitled to receive one. So, like, Glendower, he may 'call spirits from the vasty deep' and none the less because assuredly they will not come to his calling."

1 AUGUST.—On the 1st August, 1683, a fire in Hall's Coffee House spread to the buildings erected in the Inner Temple by Sir Thomas Robinson, Chief Prothonotary of the Common Pleas and Treasurer of the Inn. He himself was trapped and, in leaping from a window, was killed. A committee was appointed to examine the conduct of the officers and watchmen in relation to the catastrophe. This particular conflagration was one of a series which in a short period devastated different areas in the Temple. In 1666, 1677 and 1679 serious damage had been done.

2 AUGUST.—William Acton was deputy keeper of the Marshalsea Prison. In that office there is little doubt that he was guilty of so gravely ill-treating several prisoners that they died. As a result of a House of Commons inquiry, he was indicted in respect of four murders and brought up for trial at the Kingston Assizes in August, 1729. Four times, in the face of the clearest evidence, a corrupt jury acquitted him, and on the 2nd August, at the close of the last case, a curious scene took place. Mr. Baron Carter refused to order the prisoner's discharge, as in those days an "appeal of murder" was still a possibility, but no one being willing to proceed further, the prisoner got off.

3 AUGUST.—John Bayley was born at Elton in Huntingdonshire, on the 3rd August, 1763. At Eton he was under the superintendence of his father's elder brother, Dr. Edward Bayley, Fellow of St. John's College, Cambridge, to whose cultivation of his taste for classical composition he always ascribed his future success in life. He did not, however, go to the University, but joined Gray's Inn in 1783, being called in 1792. In 1808 he was appointed a Justice of the King's Bench, remaining there till he removed to the Court of Exchequer in 1830.

4 AUGUST.—Sir Nathan Wright was a Common Lawyer whom political exigencies thrust into the presidency of the Court of Chancery. After Lord Somers had resigned the Great Seal, it became a matter of difficulty and urgency to find a successor, and so Wright became Lord Keeper in 1700, and retained the office till 1705. By hard work he managed to avoid gross errors, though being obliged to proceed cautiously with his decisions, his rate of progress meant the piling up of arrears. After his retirement he lived the life of a county magnate on his estates till his death on the 4th August, 1721.

5 AUGUST.—On the 5th August, 1656, Sir Robert Berkeley, formerly a Justice of the King's Bench, died at the age of seventy-two.

THE WEEK'S PERSONALITY.

Mr. Justice Berkeley was one of the judges who suffered most through England's revolution. He had a deep feeling in favour of the King's prerogative, and in the great Ship Money case he delivered an elaborate and learned judgment in favour of the Crown against Hampden. For this decision, in which there is no doubt that he was perfectly conscientious, the Long Parliament called him to account. He was arrested in open court to "the great terrour of the rest of his brethren and of all his profession," and, being impeached for high treason, he was brought to the bar of the House of Lords where he pleaded "not guilty" to a charge of "endeavouring to subvert the fundamental laws and introduce an arbitrary and tyrannical government against law." At this time, one of the three King's Bench judges being with the King and another in the Tower, Berkeley was, in spite of his arrest, invited to carry on the business of the court during Michaelmas Term. Nevertheless, he was eventually condemned to a fine of £20,000 and deprived of the office of judge. He retired to his estate at Spetchley, but before the battle of Worcester his manor was burnt to the ground by the Scottish troops, though they were engaged on the Royalist side. After this, the old judge converted the stables into a dwelling-house, where he spent the rest of his days.

De Scandalis Magnatum.

Recently, in the Court of Appeal, reference was made to that long obsolete piece of legal heavy artillery, the statute *de Scandalis Magnatum*, and the action in which, by virtue of its provisions, James, Duke of York, afterwards James II, recovered £100,000 damages and 20s. costs from the notorious Titus Oates in 1684. The particular words on which the action was based were an unpleasant remark about "that traitor James, Duke of York," but there was evidence that Oates had habitually gone about reviling the Duke with such choice observations as that he was "a son of a whore and he should live to see him hanged." As Slesser, L.J., observed, the same statute protected the judges from insult, and, about the same time as the action brought by James, Edward Noseworthy was sued for saying he hoped to live to see the judges hanged that tried Fitzharris. Luckily for him, the pleadings alleged that the words were said in Wiltshire, and as it appeared from the evidence that they were said in Dorsetshire, he got off. He was fortunate, for heavy damages were the rule when this statute was brought into action, and, in the same period, the Duke of Ormonde recovered £10,000 from William Hetherington, who said he was a Papist and guilty of high treason.

A ROYAL LAW-SUIT.

The mention of the Duke of York's case arose out of a discussion as to whether any member of the Royal Family had ever brought an action in the courts. As a matter of fact, *The Duke of Brunswick* v. *The King of Hanover*, heard in the Rolls Court in 1844, and in the House of Lords in 1848, provides a much more modern instance, since the Duke was a British subject by virtue of the Statute 4 & 5 Anne c. 11, which enacted that all persons lineally descended from the Princess Sophia, Electress and Duchess Dowager of Hanover, "should be, to all intents and purposes whatsoever, deemed, taken and esteemed natural born subjects of this Kingdom." The King was the fifth son of George III and Duke of Cumberland. The headnote reads: "A foreign sovereign coming to England cannot be made responsible in the courts here for acts done by him in his sovereign character in his own country, even though such sovereign be also a British subject residing within the jurisdiction." This family quarrel arose out of a settlement of the plaintiff's property effected by King William IV after the plaintiff had been deposed in favour of his brother William. As a curiosity of the Law Reports, the whole case is well worth reading.

Notes of Cases.

House of Lords.

Elliott (Inspector of Taxes) *v.* Burn.

Lord Blanesburgh, Lord Warrington, Lord Atkin, Lord Thankerton and Lord Wright. 19th July, 1934.

Income Tax—Surface of Land Taxed under Schedule A—Liberty Granted to Lessees to Work Minerals—Liability of Royalties for Tax—"Other Profits."

The question which arose in this appeal was whether the respondents were liable to income tax in respect of certain annual payments made to them by the owners of seams of coal beneath the land of which the respondents were surface owners in return for the liberty to withdraw support from the land for the purpose of mining the coal without hindrance from the respondents. The respondents let the surface to a farmer at a rent of £296, and that sum was taxed under r. 1 of Sched. A. For the years 1923 to 1929 the respondents received £2,948 without deduction of income tax, and assessments were made on the respondents for tax on those sums. The Commissioners held that the sums in question were not liable to assessment either under r. 7 or under Case III of Sched. D, and discharged the assessments. Finlay, J., reversed their decision, holding that they were "other profits" arising from lands under r. 7. But the Court of Appeal reversed his decision, and held that the land had already paid its tax under Sched. A. The Crown now appealed.

Lord Warrington of Clyffe, in giving judgment, said that the Crown contended that the rents payable under the lease were profits comprised in r. 7 of No. II of Sched. A. In his opinion, before the Crown could succeed it must establish that such alleged profits arose from some hereditament not being the lands themselves the subject of taxation under Sched A, for those last-mentioned lands were in the actual possession and occupation either of the owner or his tenant. On the whole he was of opinion that the claim on the part of the Crown that the payments in question constituted profits arising from lands chargeable under Sched. A as being profits comprised in r. 7 of No. II of Sched. A, failed. In strictness that in terms only applied to the payments before 1927, but the same result followed as to the subsequent payments, because it was common ground that the position was not altered by the transfer of the rule to Sched. D under the Act of 1926. So far, if at all, as the payments represented a profit of the respondents, it came to them in respect of their property in the lands themselves. Tax in respect of that property had been assessed on the annual value of the lands as ascertained under r. 1 and that assessment covered the present claim. It followed on the authority of *Salisbury House Estate* v. *Fry* [1930] A.C. 432, that the Crown's alternative claim that the payments constituted annual payments chargeable under Case III of Sched. D also failed. In his opinion the appeal should be dismissed with costs.

The other noble and learned lords concurred.

Counsel: *The Attorney-General* (*Sir Thomas Inskip*, K.C.) and *Reginald Hills*; *A. M. Latter*, K.C. and *J. Charlesworth*.

Solicitors: *Solicitor of Inland Revenue*; *Gregory, Rowcliffe and Co.*, for *Cooper & Jackson*, Newcastle-on-Tyne.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Court of Appeal.

Privett *v.* Darracq Motor Engineering Co. Limited.

Lord Hanworth, M.R., Slesser and Romer, L.JJ. 29th May, 1934.

Workmen's Compensation — Accident — Serious Injury—Scope of Employment—Instructions of Fellow Workman—Workmen's Compensation Act (15 & 16 Geo. 5, c. 84), s. 1 (1) and (2).

Appeal from the Brentford County Court.

The company employed a workman, aged fifteen, instructing him to do what a certain other employee told him. In obedience to these instructions, he worked for some time on drilling and stamping machines. However, on the 18th December, 1933, another workman, without authority, told him to work a pressing machine, and in doing so he sustained serious injury. A notice was exhibited stating that boys under seventeen were not allowed on power press. The county court judge held that at the time of the accident the workman was doing something entirely outside the scope of his employment, and that, therefore, he did not come within s. 1 (2) of the Workmen's Compensation Act, 1925, since that sub-section did not come into operation unless it was shown that the accident arose out of and in the course of the employment within s. 1 (1).

Lord Hanworth, M.R., dismissing the appeal, said that the judge had rightly interpreted s. 1 in the light of *M'Aulay* v. *James Dunlop & Co. Ltd.* [1926] A.C. 377. This interpretation was not affected by *Thomas* v. *Ocean Coal Co. Ltd.* [1933] A.C. 100.

Slesser and Romer, L.JJ., agreed.

Counsel: *Grattan-Doyle*; *Cave*, K.C., and *John Russell*.

Solicitors: *Rudram, Braithwaite & Co.*, agents for *Julius Kelly, Freeborough & Co.*, Kensington; *James Turner & Son*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

In re Maundy Gregory: *Ex parte* Norton.

Lord Hanworth, M.R., Slesser and Romer, L.JJ. 29th June and 6th July, 1934.

Bankruptcy—Compromised Action—Examination of Witness—Questions to test Legality of Compromise—Admissibility—Bankruptcy Act, 1914 (4 & 5 Geo. 5, c. 59), ss. 25 and 42.

Appeal from a decision of Clauson, J.

In 1930 a testator deposited with M.G. bonds worth about £30,000, receiving a receipt dated 27th March, 1930. Later, he demanded their return, which was refused. He died in July, 1930, and in February, 1931, his executors brought an action for wrongful detention and conversion of the bonds. In this period, they discovered copies in the testator's handwriting of letters written by M.G. to him dated the 29th November, 1923, and the 29th June, 1926, and an undated letter written by the testator to M.G. These letters, which seemed to indicate some trafficking in honours, were shown by the executors to M.G.'s solicitors. In January, 1932, the action was compromised, the defendant undertaking to pay the full value of the bonds by instalments. Within three months of the payment of the last instalment, M.G. committed an act of bankruptcy and in May, 1933, he was adjudicated bankrupt. N, one of the plaintiffs, was summoned in pursuance of s. 25 of the Bankruptcy Act, 1914, to give evidence in relation to the bankruptcy and to the deposit of the bonds. In the course of his examination he was asked whether, when he saw what was in the letters, he knew "there was an honour in contemplation," and whether, when he saw the letter of the 29th June and the previous letters, he knew that "honour trafficking" was going on. The witness refused to answer these questions, but Clauson, J., held that they must be answered.

Lord Hanworth, M.R., allowing the appeal, said that the last instalment was paid within the period of the relation back of the trustee's title, and the compromise, though outside that period, was within the two-year period during which a settlement of property not made in favour of a purchaser in good faith and for valuable consideration may be avoided under s. 42 of the Bankruptcy Act, 1914. Section 25 of the Act provided means whereby, when the debtor kept away and gave no help, the trustee in bankruptcy could make inquiry to obtain "information respecting the debtor, his dealings or property." This meant information material to the duties imposed on the trustee (*Ex parte Vogel*, 2 B. & Ald. 219). It was said that the answers to the questions, if affirmative,

would help " to build up " a case for re-opening the settlement of the action and recovering for the use of the creditors the money paid under it, the payment of money for an honour being contrary to public policy and not founding a cause for repayment (see *Parkinson* v. *College of Ambulance Ltd.* [1925] 2 K.B. 1). But where an action was compromised the Bankruptcy Court would not go behind the compromise made by independent counsel and not impeached as fraudulent (*In re a Debtor* (*No.* 27 *of* 1927) [1929] 1 Ch. 125). A *bona fide* compromise of a *bona fide* action is valuable consideration within s. 42 of the Act for a settlement of property by the defendant (*In re Cole* [1931] 2 Ch. 176). Here the *bona fides* of the compromise was not challenged and there was no evidence that the witness was privy to what took place at the time of the letters, or induced the compromise otherwise than under the advice of counsel. Section 25 did not embrace everyone the trustee might wish to cross-examine (*In re Goldstein* [1917] 1 K.B. 558). Where a compromise was not impugned by documents, materials or evidence before the court, an answer should not be compelled from a witness in respect of matters to which he was not *prima facie* shown to have been a party. In those circumstances the court would not lend itself to a fishing inquiry to " build up " a case.

SLESSER and ROMER, L.JJ., agreed.

COUNSEL: *C. N. T. Davis; Beyfus*, K.C., and *Sir George Jones.*

SOLICITORS: *Lamb, Son & Prance; Isadore Goldman and Son.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Hughes *v.* Union Cold Storage Co. Ltd.

Eve, J. 9th July, 1934.

COMPANY—PREFERENCE STOCK—RIGHTS OF STOCKHOLDERS—ALTERATION OF RIGHTS BY RESOLUTION—VALIDITY.

This was an action brought by Mr. G. E. Hughes on behalf of the stockholders of the Union Cold Storage Co., except the second and third defendants, against the company, W. G. Bundey and the Western United Investment Co., Ltd., claiming a declaration that certain resolutions passed at meetings of stockholders of the company were not validly passed as extraordinary general resolutions and that certain agreements affecting the rights of the preference shareholders entered into in pursuance of those resolutions were also invalid. The arguments were challenged as being irregular and oppressive on the minority, though there was no allegation on the ground of fraud. The defendants said that the meetings were properly within the meaning of the company's articles of association and that the resolutions were properly passed by the requisite majority.

EVE, J., in giving judgment, said the company had had a career of almost unexampled prosperity and the number of stockholders ran into many thousands. With a view to conserving the company's resources the company had submitted to the stockholders a scheme whereby in consideration of certain cash payments to be made by the ordinary stockholders a general reduction of the dividend rights of each of the three series of preferred stock would be brought about and a limit imposed for a period on the dividends to be paid on the ordinary stock. The company and the other defendants alleged that the scheme had been accepted by the various stockholders, but the plaintiff maintained that the scheme was *ultra vires*, that in so far as the stockholders might have approved the scheme they had done so on insufficient material, and that in the case of at least one meeting irregularities had occurred. On those issues the plaintiff claimed declarations that the resolutions and agreements were invalid, and an injunction to restrain the defendants from acting on them. It was admitted that the directors acted throughout in good faith, and that the court, apart from *mala fides*, was not concerned with the merits of the arrangement. The scheme was no doubt an unusual one, but there was no ground for holding that it did not come within Art. 65. Nor did the circulars convening the meetings afford any ground for holding that the resolutions were invalid. On the whole, he did not think any valid objection could be maintained on the ground of what was contained in the circular. But he did not desire to criticise the scheme. It was enough to say that the votes of the stockholders had been cast on a wholly inadequate disclosure of material facts, and in those circumstances the plaintiff was entitled to the declarations and injunction which he claimed, and the costs must be paid by the first-named defendants.

COUNSEL: *Sir William Jowitt*, K.C., *Wallington*, K.C., and *Cyril Radcliffe; H. B. Vaisey*, K.C., *Walter Monckton*, K.C., and *J. F. Bowyer.*

SOLICITORS: *Nordon & Co.; Charles H. Wright.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Gossage *v.* Gossage and Heaton.

Sir Boyd Merriman, P. 21st July, 1934.

PETITION FOR DISSOLUTION—MARRIAGE IN MALTA—PROOF—EXPERT EVIDENCE—ORDER IN COUNCIL DATED THE 13TH AUGUST, 1895. (Parl. Pap. 1896, c. 7982.)

This was a husband's undefended suit for dissolution. The parties were married by licence on the 24th January, 1920, at St. Paul's Cathedral, Valetta, in the Island of Malta. There was one child of the marriage, a boy, born on the 15th January, 1926. The expert evidence of Mr. R. P. Mahaffy, lately Legal Adviser to the Governor of Malta, was received in proof of the marriage. He stated that there was no Marriage Ordinance in Malta, but that the Governor, as the Sovereign's representative, had always exercised the right to give licences permitting the licensee to celebrate marriages according to the rites of any denomination. The question of validity of marriages celebrated by virtue of these licences was challenged by the Crown Advocate of Malta some forty years ago. A reference to the Privy Council took place, and the power of the Governor to issue such licences was upheld by a report from the Judicial Committee, and an Order in Council issued accordingly. He produced the Order, viz., Malta—Order in Council dated 13th August, 1895. Validity of Unmixed and Mixed Marriages in Malta. Printed as a Parliamentary Paper, 1896, c. 7982. Evidence of adultery having been given, Sir BOYD MERRIMAN, P., observing that the Privy Council was a very convenient body, pronounced a decree *nisi* with costs against the co-respondent, and adjourned the question of custody to chambers.

COUNSEL: *Thomas Bucknill*, for the petitioner.

SOLICITORS: *Thomas Eggar & Son*, for *J. K. Nye & Donne*, Brighton.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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Obituary.

SIR W. R. SMITH.

Sir William Rose Smith died at Liss on Sunday, 29th July, at the age of eighty-two. Educated at Uppingham and Christ Church, Oxford, he was called to the Bar by the Inner Temple in 1878, and joined the Oxford Circuit. He was Clerk of the Council of the Duchy of Lancaster from 1899 until his retirement in 1921. He was made C.B. in 1911, C.V.O. in 1916, and K.C.V.O. in 1922.

MR. L. L. BATTEN, K.C.

Mr. Lauriston Leonard Batten, K.C., of King's Bench Walk, Temple, died at Culkerton, Gloucestershire, on Tuesday, 31st July, at the age of seventy-one. Mr. Batten graduated B.A. and LL.B. at Trinity College, Cambridge, and having been called to the Bar by the Inner Temple in 1886, he practised in the Admiralty Court and on the Oxford Circuit. He was a Bencher of the Inner Temple.

MR. W. CARNELLEY.

Mr. William Carnelley, barrister-at-law, of King's Bench Walk, Temple, died at Folkestone on Thursday, 26th July, at the age of seventy-two. He was called to the Bar by the Inner Temple in 1890, and practised on the Northern Circuit.

MR. A. K. LITTLE.

Mr. Archibald Kennedy Little, M.A., LL.B., barrister-at-law, died at Cardiff on Tuesday, 24th July, at the age of thirty-two. Mr. Little, who was called to the Bar by the Inner Temple in 1925, was a member of Cardiff City Council.

MR. A. C. KENT.

Mr. Arthur Charles Kent, solicitor, of Buckingham Palace-road, S.W., died suddenly at a London nursing home on Saturday, 28th July, at the age of seventy-two. Mr. Kent was admitted a solicitor in 1885.

MR. C. A. KIRBY.

Mr. Charles Augustus Kirby, solicitor, Registrar of Coventry County Court for over forty years, died at his home at Leamington Spa on Tuesday, 24th July, at the age of seventy-three. Mr. Kirby, who was admitted a solicitor in 1884, was head of the firm of Messrs. Kirby & Sons, solicitors, of Coventry.

MR. J. A. RANDALL.

Mr. John Alfred Randall, solicitor, senior partner in the firm of Messrs. Brundrett, Randall & Whitmore, of King's Bench Walk, Temple, died on Thursday, 26th July, at the age of fifty-one. Mr. Randall was admitted a solicitor in 1905

Parliamentary News.

Progress of Bills.

House of Lords.

The following Bills received the Royal Assent on 31st July :—
Alloa and District Gas Order Confirmation.
Appropriation.
Cardiff Corporation.
Cattle Industry (Emergency Provisions).
Clyde Valley Electrical Power Order Confirmation.
Colonial Stock.
County Courts.
Durham County Water Board.
Falkirk Electricity Order Confirmation.
Isle of Man (Customs).
London Passenger Transport Board.
Manchester Corporation (General Powers).
Middlesex County Council.
Milk.
Newcastle-upon-Tyne Corporation.
North Lindsey Water.
Pier and Harbour Orders (Clacton-on-Sea and Saint Mawes) Confirmation.
Poor Law (Scotland).
Public Works Facilities Scheme (Kingston-upon-Hull Corporation Sutton Road Bridge) Confirmation.
Public Works Facilities Scheme (Kingston-upon-Hull Corporation, Victoria Pier) Confirmation.
Public Works Facilities Scheme (Penicuik Water) Confirmation.
Public Works Loans.
Ramsgate Corporation.
Road Traffic.
Sheffield Gas.
Solicitors.
Stirlingshire and Falkirk Water Order Confirmation.
Weston-super-Mare Urban District Council.
Whaling Industry (Regulation).

Dindings Agreement (Approval) Bill.
Read Third Time. [26th July.
Land Drainage Provisional Order (No. 1) Bill.
Read Second Time. [30th July.

House of Commons.

Christmas (Facilities) (No. 2) Bill.
Read First Time. [30th July.
Educational Endowments (Scotland) Bill.
Read First Time. [26th July.
Expiring Laws Continuance Bill.
Read First Time. [26th July.
Harbours, Piers and Ferries (Scotland) Bill.
Read First Time. [27th July.

Questions to Ministers.

COURTS OF SUMMARY JURISDICTION (COMMITTEE'S REPORT).

Sir R. GOWER asked the Home Secretary whether he has yet considered the Report of the Departmental Committee appointed to consider imprisonment by Courts of Summary Jurisdiction ; and whether he proposes to introduce legislation to implement such report.

Sir J. GILMOUR : There has not yet been time to consider this report, and I am not in a position to make any statement. [26th July.

HIGH COURT OF JUSTICE (KING'S BENCH DIVISION).

Mr. CAPORN asked the Attorney-General whether he can give any estimate of the net cost, after allowing for income tax and fees paid by litigants, of providing three additional judges for the King's Bench Division of the High Court of Justice.

The ATTORNEY-GENERAL (Sir Thomas Inskip) : I can only give a conjectural estimate. The cost of providing three additional judges of the King's Bench Division, after allowing for court fees, would be roughly £18,200, in addition to an indefinite sum which I cannot at present estimate representing the cost of making provision, in addition to existing premises which are fully occupied, for three judges' courts, three judges' rooms, and other necessary accommodation for subordinate staff, and the cost of postage, stationery, and the liability for pensions. The figure I have given takes into account the gross sums paid for salaries on the assumption that the temporary reduction of salaries is not in force ; the proper deduction for income tax would depend on a variety of circumstances, and I can give no estimate of this.

Mr. CAPORN : Is it not a fact that, except for a very few weeks of the legal year, over half the courts in the King's Bench Division of the High Court of Justice are empty ?

The ATTORNEY-GENERAL : That is quite true, but during the other part of the year they are full. [26th July.

DIVORCE PROCEEDINGS (NEWSPAPER REPORTS).

Commander OLIVER LOCKER-LAMPSON asked the Secretary of State for the Home Department whether, in view of the recent increase in the space allotted in newspapers to divorce proceedings, he will take steps to amend the law so that the prohibition of the publication of evidence shall also apply in the case of a judge's summing-up.

The SECRETARY OF STATE FOR THE HOME DEPARTMENT (Sir John Gilmour) ; As at present advised, I am not prepared to introduce legislation extending the law on this subject. [31st July.

DIVORCE PETITIONS.

Mr. THORNE asked the Attorney-General whether he can state the number of petitions for divorce heard in 1932, 1933, and to the nearest available date in 1934; and the reason why one divorce court will be compelled to sit on Saturdays.

The ATTORNEY-GENERAL (Sir Thomas Inskip): The number of petitions for divorce heard in the years mentioned in the hon. Member's question are as follows:—

In 1932—4,268.
In 1933—4,299.
In 1934—2,139 in London.

The figures for Assizes during the present calendar year are not available. As regards the remaining part of the question, owing to the indisposition of one of the Judges of the Probate, Divorce and Admiralty Division the time allotted to the undefended divorce list was curtailed and the other Judges of the Division were anxious to make every effort to clear this list. [31st July.

POLICE (LEGAL ADVICE).

Major MILNER asked the Home Secretary whether the police in cases of doubt or difficulty are in a position to take legal advice; if so, whether that of the town clerk, prosecuting solicitor, or the Director of Public Prosecutions; whether, having taken such opinion, the responsibility for further action rests upon the police or the legal adviser; and whether the cost of such legal action falls upon the local authority, the Police Fund, or, in the case of the Director of Public Prosecutions, the Treasury.

Sir J. GILMOUR: The answer to the first part of the question is in the affirmative. Whether the police would seek advice on the one hand locally from the town clerk, the clerk of the peace, or the prosecuting solicitor, if any, or on the other hand from the Director of Public Prosecutions, would necessarily depend on the circumstances and the nature of the particular case. The responsibility for further action rests with the police except in cases where it appears to the Director of Public Prosecutions that the public interest requires that proceedings should be undertaken by him. Costs incurred by the Director are defrayed from the Vote for Law Charges: those resulting from local police prosecutions fall upon the Police Fund, except in so far as the court may order them to be defrayed from local funds under the Costs in Criminal Cases Act, or the Director may in any particular case sanction the payment of any special costs in pursuance of the Regulations made under the Prosecution of Offences Acts, 1879 and 1884. [31st July.

The Law Society.

HONOURS EXAMINATION.

JUNE, 1934.

The names of the solicitors to whom the candidates served under articles of clerkship are printed in parentheses.

At the Examination for Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

(In order of merit.)

1. John Edward Driver, LL.B. Manchester (Mr. Samuel Holroyd, of Oldham).

2. James Irvine Caulfield, LL.B. Manchester (Mr. Basil Victor Barrans, of the firm of Messrs. Leo Doherty, Barrans & Co., of Manchester).
Gilbert Lee, LL.B. Birmingham (Mr. Joseph Harold Ellis, of Stourbridge).
Niel Gunn Crosfield Pearson, B.A. Oxon (Mr. Edgar Crosfield Pearson, M.A., of the firm of Messrs. March, Pearson & Green, of Manchester; and Messrs. Simmons and Simmons, of London).
Frederick William Towns, LL.B. Manchester (Mr. Frederick Towns, of Manchester).

3. Joan Barker, LL.B. Leeds (Mr. James Moxon, of the firm of Messrs. Moxon & Barker, of Pontefract).
Gerald Gale Burkitt, LL.B. Birmingham (Mr. George Robert Jennings, of the firm of Messrs. Nevill & Jennings, of Tamworth).
Francis Roger Crane, LL.B. London (Mr. George Holme Bower and Mr. Christopher Walter Bower, B.A., both of the firm of Messrs. Bower, Cotton & Bower, of London).

SECOND CLASS.

(In alphabetical order.)

Bernard Berg, B.A. Oxon (Mr. Stanley Jack Rubinstein, of the firm of Messrs. Rubinstein, Nash & Co., of London.)

Donald Webster Bradley, LL.B. Leeds (Mr. Thomas Thornton, of Leeds).

Douglas Elliott Braithwaite, B.A. Cantab. (Mr. Henry Gourlay Crichton McCreath, of the firm of Messrs. Dickinson, Miller & Turnbull, of Newcastle-upon-Tyne).

William Ridley Gow Brown (Mr. Ioan Ynyr Glynne, of Bangor).

Joseph Frederick Burrell, B.A. Cantab. (Mr. Harold Marson Farrer, of the firm of Messrs. Farrer & Co.; and Mr. Douglas Thornbury Garrett, B.A., of the firm of Messrs. Parker, Garrett and Co., of London).

Reginald William Burrell (Dr. Myer Samuel Nathan, LL.D., of the firm of Messrs. Emanuel, Round & Nathan, of London).

Philip Henry Cresswell (Mr. Cyril Frederick Lewis, of the firm of Messrs. Downer & Lewis, of London).

John Betham Davies (Mr. Evan Richard Davies, of the firm of Messrs. Onions & Davies, of Market Drayton; and Mr. Rudyard Holt Russell, of the firm of Messrs. Rider, Heaton, Meredith & Mills, of London).

Richard Laurence Ekin, B.A. Cantab. (Mr. Charles Ekin, B.A., of the firm of Messrs. Johnson & Co., of Birmingham).

Bryan Grosvenor Evers, LL.B. Birmingham (Mr. Frank Percival Evers, of the firm of Messrs. Harward & Evers, of Stourbridge).

John Hindle Fisher (Mr. William Hooton Carlile and Mr. Charles Ridings Marshall, both of the firm of Messrs. Frank Allen & Co., of Doncaster).

Lawrence John Frost (Mr. John Cuthbert, of the firm of Messrs. Percy Short & Cuthbert, of London).

Roderick Paul Agnew Garrett, B.A. Cantab. (Mr. Douglas Thornbury Garrett, B.A., of the firm of Messrs. Parker, Garrett & Co.; and Mr. Harold Marson Farrer, of the firm of Messrs. Farrer & Co., both of London).

William Richard Philip George (Mr. John Trevor Roberts, of the firm of Messrs. Morris Owen & Trevor Roberts, of Caernarvon; and Mr. William George, of the firm of Messrs. Lloyd George & George, of Portmadoc).

Charles Goodman (Mr. John Watson Stocker; and Mr. Philip Emanuel, of the firm of Messrs. W. R. Bennett & Co., both of London).

Ernest Leslie Halliwell, B.A. Cantab. (Mr. Robert Smalley Halliwell, B.A., LL.B., of the firm of Messrs. Halliwell and Halliwell, of Darwen).

John Donald Haslam, B.A. Cantab. (Mr. Arthur Schuyler Cardew, of the firm of Messrs. Joynson-Hicks & Co., of London).

Ithel David Jeremy, LL.B. Wales (Mr. Clifford Morgan Jeremy; and Mr. George Blackburn Harris, both of the firm of Messrs. Machin & Co., of London and Luton).

Ernest Arthur Landau (Mr. Robert Williams, of the firm of Messrs. Parfitt, Cresswell & Williams, of London).

Richard Millett, B.A., LL.B. Cantab. (Mr. Thomas Swan, M.A., LL.B., of the firm of Messrs. Warren, Murton, Foster and Swan, of London).

Godfrey William Rowland Morley, B.A. Oxon (Mr. Thomas Stuart Overy, of the firm of Messrs. Allen & Overy, of London).

Edward Robert Nash, B.A., LL.B. Cantab. (Mr. Frank Beddoes Nash, of the firm of Messrs. Hanson & Nash, of Swansea).

Gershon Paletz, LL.B. London (Mr. Henry John Hobson, of the firm of Messrs. Hyman Isaac, Lewis & Mills, of London).

James Denis Philipp, LL.B. Manchester (Mr. Edward Horsfall, of Manchester).

Thomas William Pinnock, LL.B. Birmingham (Mr. Leonard Rawlinson, of Leamington Spa).

William Frank Proudfoot, B.A. Cantab. (Mr. Edward Lambert Burgin, of the firm of Messrs. Denton, Hall & Burgin, of London).

Edward Lionel Reussner Rix, B.A. Cantab. (Mr. John Cowper Knocker and Mr. Arthur Herbert Rix, both of the firm of Messrs. Stenning, Knocker & Co., of Tonbridge; and Mr. Thomas Frederick Wills, of the firm of Messrs. Greenwood and Knocker, of London).

Wilfrid James Sandars, B.A. Cantab. (Mr. Frederick Mills Welsford, M.A., of the firm of Messrs. Biddle, Thorne, Welsford and Gait, of London).

Robert Francis Stokes (Mr. William Edmund Wakerley, of the firm of Messrs. Jones & Middleton, of Chesterfield).

Noel Leigh Taylor (Mr. Oswald Arthur Hempson, of the firm of Messrs. Hempsons, of London.

Hadden Royden Todd, B.A. Cantab. (Mr. James William Thurstan Holland, of the firm of Messrs. Laces & Co., of Liverpool).

Kenneth Percy Webster, B.A., LL.B. Cantab. (Mr. Bernard Ernest Conington Ogle, M.A., LL.B., of the firm of Messrs. Theodore Goddard & Co., of London).

John Julian Glover Wilson, B.A., LL.B. Cantab. (Mr. Ernest Goddard, M.A., of the firm of Messrs. Peacock & Goddard, of London).

Edward Roy Wright (Mr. James Attenborough, C.M.G., of the firm of Messrs. Stanley Attenborough & Co., of London).

THIRD CLASS.

(In alphabetical order.)

John Ernest Allen-Jones, B.A. Oxon (Mr. Frederic Bury Osborne, M.A., of the firm of Messrs. Vaudrey, Osborne and Mellor, of Manchester).

James Reginald Archer, B.A., LL.B. Cantab. (Mr. John Henry Cockburn, O.B.E., of the firm of Messrs. Parker, Rhodes, Cockburn & Co., of Rotherham, and Mr. Guy Vernon Heukensfeldt Clayton-Smith, of the firm of Messrs. W. E. Clayton-Smith & Son, of Pontefract).

John MacConnal Armstrong (Mr. John Roberts, of the firm of Messrs. Jaques & Co., of London).

Thomas Grenfell Arnott (Mr. Spencer Lumsden Arnott, of Newcastle-upon-Tyne).

Henry Edward Vivian Bennett (Mr. Henry Ernest Major, of the firm of Messrs. Large & Major, of Leamington Spa).

Richard Bowyer (Mr. Charles Froud Hiscock, of the firm of Messrs. Lamport, Bassitt & Hiscock, of Southampton ; and Messrs. Speechly, Mumford & Craig, of London.).

Alan Bradley (Mr. Thomas Oldroyd, of Nuneaton).

Robert John Clayton, B.A. Oxon (Mr. William Waymouth Gibson, B.A., LL.M., of the firm of Messrs. Clayton & Gibson, of Newcastle-upon-Tyne).

Milfred Estcourt Crosland (Mr. Albert Douglas Ridgway, of the firm of Messrs. Ridgway & Ridgway, of Dewsbury).

Felix Edmund Crowder, B.A., LL.B. Cantab. (Mr. Frederic Edwin Warbreck Howell, of Manchester).

Peter Charles Eliot, B.A. Cantab. (The Hon. Edward Granville Eliot, B.A., of the firm of Messrs. Tamplin, Joseph, Ponsonby, Ryde & Flux, of London).

John Marten Llewellyn Evans, B.A. Oxon (Mr. Marten Llewellyn Evans, M.A., of the firm of Messrs. Turner & Evans, of London).

Boris Fishman (Mr. William George Elsmore ; and Mr. Hyman Fishman, both of London).

Ralph Briscoe Graves, B.A. Oxon (Mr. Victor Henry Sandford, M.A., of the firm of Messrs. Rodgers & Co., of Sheffield).

Gerald Ashcroft Holford (Mr. Michael Cory Dixon, B.A., of the firm of Messrs. Quinn, Dixon & Co., of Liverpool.

Horace Holmes (Mr. Herbert Milner Dawson, of Bradford).

Lester Giles Hughes (Mr. Albert Charles Hooper, of the firm of Messrs. Gilbert, Robertson & Co., of Cardiff).

Richard Herbert Ling (Mr. Reginald William Sale, B.A., of the firm of Messrs. J. & W. H. Sale & Son, of Derby).

Alan Mander (Mr. Harry Iliffe Mander, of the firm of Messrs. Mander, Hadley & Co., of Coventry).

John Guy Millar (Mr. Edgar Millar, of the firm of Messrs. W. R. Millar & Sons, of London).

George Dyer Nott (Mr. Joshua Owen Steed, of the firm of Messrs. Steed & Steed, of Long Melford).

Joseph Tweddle Race, B.A. Oxon (Mr. Leonard Mager, B.A., LL.B., of the firm of Messrs. Durrant Cooper & Hambling, of London).

Stephen Francis Thomas Lavie Robinson, B.A. Cantab. (Mr. Henry Edmund Sargent, of the firm of Messrs. Radcliffes and Hood, St. Barbe Sladen & Wing, of London).

Donald Ogilvie Smith (Mr. Lewis Lincoln Whitfield, and John Frank Whitfield, both of the firm of Messrs. Woolley and Whitfield, of London).

Geoffrey Cook Taylor (Mr. Robert Stanley Russell, of the firm of Messrs. Huntly, Foster & Russell, of Sunderland).

Nicholas Antony Trimen (Mr. Ernest Charles Chesterton, of the firm of Messrs. Chesterton & Co., of London).

John Coverley Whitfield, B.A., LL.B. Cantab. (Mr. John Whitfield, LL.B., of the firm of Messrs. Whitfield & Bell, of Scarborough ; and Mr. William David Mercer, of the firm of Messrs. Radford, Frankland & Mercer, of London).

Thomas Edwin Williamson (Mr. Frank Deeks Sharples, B.A., of the firm of Messrs. Layton & Co., of Liverpool).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following prizes :—

To Mr. Driver—The Clement's Inn Prize—Value about £42.

To Messrs. Caulfield, Lee, Pearson and Towns—Each the Daniel Reardon Prize—Value about £10 10s.

To Miss Barker, and to Messrs. Burkitt and Crane—Each the Clifford's Inn Prize—Value £5 5s.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

Two hundred and thirteen candidates gave notice for Examination.

The Right Hon. John Andrew Viscount Sumner, G.C.B., of Ibstone, Bucks, Lord of Appeal in Ordinary from 1913-1930, left estate of the gross value of £36,528, with net personalty £32,797.

Rules and Orders.

THE COUNTY COURT (No. 1) RULES, 1934.

DATED JULY 11, 1934.

1. These Rules may be cited as the County Court (No. 1) Rules, 1934, and shall be read and construed with the County Court Rules, 1903, as amended.(*)

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

The Appendix referred to in these Rules means the Appendix to the County Court Rules, 1903, as amended.

A Form referred to by number in these Rules means the Form so numbered in Part I of the Appendix to the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. In paragraphs (2), (3) and (8) of Rule 34D of Order VII the words " court fees and " shall be omitted.

3. In Order IX after Rule 21 the following Rule shall be inserted, and shall stand as Rule 21A of that Order :—

" 21A. Where any change has taken place after judgment by death, assignment or otherwise, in the parties to any action or matter, and there is money standing in Court to the credit of the action or matter, any person claiming to be entitled to such money may give notice in writing to the Registrar of his claim accompanied by an affidavit of the truth of the facts stated in the notice, and thereupon the Registrar may, if satisfied as to the right of the person so claiming, pay such money to him, or may refer the matter to the Judge, and may require notice of the application to be given by the claimant to any other person or persons ; and the Court may impose such terms as to costs or otherwise as may be just."

4. In paragraph (1) of Rule 9A of Order X the expression " (or where the claim exceeds the sum of fifty pounds twelve clear days) " shall be omitted.

5. In Rule 22 of Order XVI the words " if there is no trial " shall be omitted.

6. Order XLI shall be amended as follows :—

(*a*) Rule 1 is hereby revoked, and the following Rule shall be substituted therefor :—

" 1. *Disputes under Friendly Societies and other Acts.*]—Any dispute referred to the Court under the Friendly Societies Act, 1896, or any Act amending the same, the Industrial Assurance Act, 1923, the Industrial and Provident Societies Act, 1893, the Building Societies Act, 1874, or the Literary and Scientific Institutions Act, 1854 (in this Order referred to as the said Acts), shall be so referred by plaint and summons in the ordinary way."

(*b*) In Rule 5 the expression " the Friendly Societies Act, 1875, or " shall be omitted ; the expression " or any Act amending the same " shall be inserted after the expression " the Friendly Societies Act, 1896 " ; and in the marginal note the expression " 38 & 39 Vic. c. 60 " shall be omitted.

(*c*) In Rule 6 the expression " section twenty of the Friendly Societies Act, 1875, or " shall be omitted ; and in the marginal note the expression " 38 & 39 Vict. c. 60, s. 20 " shall be omitted.

7. Paragraph (3) of Rule 31 of Order LB shall be omitted and the following paragraph shall be substituted therefor :—

" (3) Where the proceedings have been terminated before the Referee's report has been filed, the Court may, on the application of any of the parties or of the Referee, determine what amount (if any) shall be allowed to the Referee—

(*a*) by way of remuneration, where no sitting has been held, or

(*b*) by way of additional remuneration, where the Referee has sat and has fixed and cancelled a further sitting."

8. In Rule 11 of Order LIII the words " and in default of any such order they shall be taxed under Column B " shall be omitted.

9. In Order LV the definition of " Clear days " shall be omitted.

10. The following alterations shall be made in the Scales of Costs in Part IV of the Appendix.

(1)

Lower Scale.

(1) In paragraph 5*a* the word " entering " shall be substituted for the words " attending at Court to enter."

(2)

Higher Scale.

(2) In item 62A the words " At court " shall be omitted.

(*) S.R. & O. Rev. 1904, III County Court, E., p. 89 (1903, No. 629). For subsequent amendments, *see* " Index to S.R. & O. in Force, June 30, 1933," at pp. 197-8.

(3) The following item shall be inserted after Item 82 and shall stand as Item 82A :—

	A. £ s. d.	B. £ s. d.	C. £ s. d.
"82A. Where in consequence of the distance of the solicitor's office from the Court, it is proper to attend the taxation by agent, for correspondence in addition .. .. .. *Note.*—Travelling expenses up to the same amount may be allowed if the solicitor himself or his clerk attends the taxation.	0 4 0	0 7 0	0 7 0

(4) In item 98 the expression "0 1 0" shall be inserted in Column A.

11. In paragraph 4 of Form 65 the words "Court fees and" shall be omitted.

12. In Form 256 the expression "*see Form* 65" shall be omitted.

13. Paragraphs 2 and 3 of Form 467 shall be omitted and the following paragraphs shall be substituted therefor :—

"2. Payment by the defendant of compensation for the goodwill of the trade or business of a carried on by the plaintiff on a holding situate at and being No. Street in of which holding the plaintiff is tenant and the defendant is landlord.

"3. The grant of a new tenancy of a holding situate at and being No. Street in of which holding the plaintiff is tenant and the defendant is landlord."

14. Form No. 468 is hereby revoked and the following Form shall be substituted therefor :—

"468.

The Landlord and Tenant Act, 1927.

Particulars of Claim under Sections 1, 4, 5 *and* 8.

1. Description of holding and situation thereof.
2. Date of lease or agreement for tenancy of holding.
3. Names and addresses of parties to lease or agreement.
4. State particulars so far as known of any assignment or other devolution of the lease or agreement, or of the reversion.
5. Term granted by lease or agreement.
6. Rent reserved by lease or agreement.
7. Date and mode of termination of tenancy.
8. Date of notice (if any) terminating tenancy.
9. If plaintiff has quitted the holding, state the date on which he so quitted.
10. Purpose for which holding used.
11. If compensation for an improvement is claimed, state particulars with date of improvement and the amount claimed as compensation therefor, and the date of service of the claim for compensation on defendant.
12. If compensation for goodwill is claimed, state the grounds on which it is claimed and the amount claimed, and the date of service of the claim for compensation on defendant.
13. If a new lease is claimed, state the amount of compensation to which plaintiff alleges he would be entitled under Section 4, and the date on which notice requiring a new lease was served on defendant."

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888(†) and section twenty-four of the County Courts Act, 1919,(‡) to frame Rules and Orders regulating the practice of the Court and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

S. A. Hill Kelly. *William Procter.*
T. Mordaunt Snagge. *H. Bensley Wells.*
Barnard Lailey. *Gilbert Hicks.*
C. E. Dyer. *H. A. Dowson.*

Approved by the Rule Committee of the Supreme Court.

Claud Schuster,
Secretary.

I allow these Rules which shall come into force on the 3rd day of September, 1934.

Dated the 11th day of July 1934.

Sankey, C.

(†) 51-2 V. c. 43. (‡) 9-10 G. 5. c. 73.

Legal Notes and News.

Honours and Appointments.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to whom the names were submitted by the Lord Justice General, to approve of the rank and dignity of King's Counsel to His Majesty in Scotland being conferred on Mr. MAURICE JOHN KING, Advocate; Mr. JAMES ALBERT GILCHRIST, Advocate; Mr. NEIL ADAM MACLEAN, Advocate; Mr. JOHN RUDOLPH WARDLAW BURNET, Advocate; Mr. DAVID ROBERT SCOTT, Advocate; and Mr. WILLIAM ALEXANDER MURRAY, D.S.O., M.C., Advocate.

The King has been pleased to appoint Mr. VOMBATHKERE PANDRANG RAO, I.C.S., to the office of Judge of the High Court of Judicature in Madras in the place of Mr. Justice H. D. C. REILLY, I.C.S., who has retired.

Lord Justice BEST, of the Court of Appeal, Northern Ireland, has been elected an Honorary Bencher of Lincoln's Inn.

Mr. JOHN WATSON VAUGHAN, solicitor, of Leeds, has been appointed Secretary of the Locomotive Manufacturers' Association. Mr. Vaughan was admitted a solicitor in 1928, and for several years has been Assistant Secretary to the West Yorkshire Coal Owners' Association in Leeds.

Wills and Bequests.

Mr. Reginald Hubert Langley, solicitor, of Streatham, and of Bedford Row, left £20,214, with net personalty £16,947.

Mr. William Hollis Briggs, solicitor, of Mackworth, Derby, left £18,332, with net personalty £9,618.

Mr. Charles Asplin, solicitor, of Lilystone Hall, Essex, and of Grays, left £40,767, with net personalty £29,544.

Mr. Wilfrid Basil Woodd Smith, retired solicitor, of Hampstead, left property of the value of £14,014, with net personalty £13,799. He left £100 to the Hampstead General Hospital.

Mr. Robert Vernon Somers-Smith, J.P., solicitor, of Hersham, Surrey, left £5,839, with net personalty £4,844.

OFFENCES UNDER IMPORT DUTIES ACT.

Twenty-eight traders in various parts of the country were summoned at Bow-street Police Court last Tuesday (says *The Times*) for failing to send to the Board of Trade a form giving the necessary particulars required under the Import Duties Act, 1932. These were the first prosecutions in this country under the Act, which came into operation last year.

INNER TEMPLE SCHOLARSHIPS.

At the Inner Temple Entrance Scholarships of 200 guineas a year for three years have been awarded to Mr. J. F. Coplestone-Boughey and Mr. A. W. G. Kean, and a Pupil Studentship of 100 guineas to Mr. L. J. Solley.

LORD JUSTICE HOLKER SCHOLARSHIPS.

The Under-Treasurer of Gray's Inn announces that the Lord Justice Holker Scholarship (Bacon) of 1934 (£100 a year for three years) has been awarded to Mr. Abraham Herman, of Wadham College, Oxford. The Lord Justice Holker Scholarship (Holt) of 1934 (£80 a year for three years) has been awarded to Mr. Iwan Elis Jones, of Gonville and Caius College, Cambridge.

WATER SUPPLIES AND THE DROUGHT.

A further meeting of the Water Supplies Emergency Conference was held at the Ministry of Health on 31st July, when the position in the country was reviewed. The general situation is that supplies are well maintained considering the scarcity of rain.

Information has been obtained from 221 of the larger water undertakings. This information has been supplemented by special investigations and interviews. One hundred and ninety undertakings report no serious shortage, present or prospective; twenty-seven undertakings report present shortage in their supplies. All of them have measures in hand (twelve of them by using the Emergency Water Shortage Act of this year) for dealing with the shortage by new sources of supply or by economies in consumption; four undertakings not at present suffering from shortage report that the position may worsen later. All report that measures have been prepared for dealing with the situation.

COMPENSATION UNDER THE TOWN AND COUNTRY PLANNING ACT, 1932.

The Reference Committee for England and Wales has made Rules relative to the determination of questions as to compensation and betterment under the Town and Country Planning Act, 1932, which came into force and were published on 1st August, 1934. The reference number to these rules is "1934, No. 778/L.21," and subject to a proviso the Town Planning (Determination of Questions as to Compensation) Rules, 1926, are thereby revoked.

INCORPORATED ASSOCIATION OF RATING AND VALUATION OFFICERS.

The results of the 1934 professional examinations held by the above Association are announced. The candidates numbered 217, and of these 104 were successful.

NATIONAL LIBRARY OF SCOTLAND.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to approve the appointment of Sir John Lamb, K.C.B., LL.D., to be a member of the Board of Trustees of the National Library of Scotland, in the room of the late Lord Novar.

EVILS OF RIBBON DEVELOPMENT.

Sir E. Hilton Young, the Minister of Health, and Mr. L. Hore-Belisha, the Minister of Transport, received a deputation on the subject of Ribbon Development from the Oxford Preservation Trust and the Cambridge Preservation Society.

The deputation was introduced by The Right Hon. H. A. L. Fisher, F.R.S., Warden of New College, Oxford, and Mr. A. B. Ramsay, M.A., Master of Magdalene College, Cambridge, and there were present Sir Michael Sadler, Master of University College, Oxford; Sir Alan Anderson, K.B.E., Oxford; Professor G. M. Trevelyan, O.M., C.B.E., D.C.L., Cambridge; Mr. W. D. Chivers, Cambridge; and Mr. E. F. Millar, Secretary of the Oxford Preservation Trust.

The object of the deputation was to draw the attention of Ministers to the serious evils of ribbon development, and especially to the danger to life, the loss of traffic mobility, and the destruction of the beauty of the countryside which ribbon development involves. The deputation asked that urgent action should be taken by the Government to check these evils.

The Minister of Health said, in reply, that he was in full agreement with the deputation upon the serious nature of the question. The Ministry of Health and the Ministry of Transport were in active consultation as to methods of dealing with the matter and as to the remedies which would be effective.

The Minister of Transport associated himself with Sir Hilton Young's reply, and said that he fully agreed as to the seriousness and urgency of the question, especially from the point of view of public safety and the mobility of traffic.

SURVEY OF WATER RESOURCES.

Sir Hilton Young, the Minister of Health, who was accompanied by representatives of the various departments concerned, received a deputation from the British Association and the Institution of Civil Engineers. The deputation was introduced, in the unavoidable absence of Sir James Jeans, by Sir Henry Maybury, and there were present Sir Percy Douglas, Sir Richard Redmayne, Professor P. G. H. Boswell, Captain H. McClean, Dr. Jeffcott and Dr. O. J. R. Howarth.

The object of the deputation was to invite the Government to give favourable consideration to the institution of a complete and systematic survey of the water resources of the country, a subject on which a committee of the British Association had recently published a report. The deputation suggested that the existing records both of surface water, including river run-off, and of underground supplies were very incomplete. They urged that systematic records comparable with those of rainfall were much to be desired and that a national survey was necessary in order to obtain statistics of this nature.

The Minister, in reply, thanked the British Association and the Institution of Civil Engineers for the consideration which had been given to the matter and for the suggestions which had been made, and said that these suggestions would receive the most careful consideration of the Government. Sources of information were available through the Ministry of Health, the Geological Survey and the Catchment Boards; it was for consideration whether the progress which was to be desired in the collection of statistics could not best be achieved by improving the existing means of gauging the flow of rivers and by improvements in the method of collecting and presenting returns.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 16th August, 1934.

	Div. Months.	Middle Price 1 Aug. 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112	3 11 5	3 4 7
Consols 2½%	JAJO	79⅜	3 2 8	—
War Loan 3½% 1952 or after	JD	103⅞	3 7 5	3 4 4
Funding 4% Loan 1960-90	MN	115	3 9 7	3 2 11
Victory 4% Loan Av. life 29 years	MS	113¼	3 10 8	3 5 9
Conversion 5% Loan 1944-64	MN	118¾	4 4 2	2 12 8
Conversion 4½% Loan 1940-44	JJ	111	4 1 1	2 10 0
Conversion 3½% Loan 1961 or after	AO	104⅝	3 6 11	3 4 10
Conversion 3% Loan 1948-53	MS	100¾xd	2 19 6	2 18 8
Conversion 2½% Loan 1944-49	AO	97	2 11 7	2 15 0
Local Loans 3% Stock 1912 or after	JAJO	91¾	3 5 5	—
Bank Stock	AO	367½	3 5 4	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	84	3 5 6	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	91	3 5 11	—
India 4½% 1950-55	MN	112¼	4 0 0	3 9 5
India 3½% 1931 or after	JAJO	92½	3 15 8	—
India 3% 1948 or after	JAJO	80	3 15 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	116	3 17 7	3 11 4
Sudan 4% 1974 Red. in part after 1950	MN	110	3 12 9	3 3 10
Tanganyika 4% Guarantced 1951-71	FA	111	3 12 1	3 2 4
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	102	2 18 10	2 16 0
L.P.T.B.4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 19 9
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 13 11
*Australia (C'mm'nw'th) 3¼% 1948-53	JD	100	3 15 0	3 15 0
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
New South Wales 3½% 1930-50	JJ	97½	3 11 10	3 14 2
New Zealand 3% 1945	AO	98	3 1 3	3 4 5
Nigeria 4% 1963	AO	109	3 13 5	3 10 0
Queensland 3½% 1950-70	JJ	98	3 11 5	3 12 0
South Africa 3½% 1953-73	JD	103	3 8 0	3 5 9
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	98	3 11 5	3 12 8
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	91	3 5 11	—
Croydon 3% 1940-60	AO	98	3 1 3	3 2 3
Essex County 3½% 1952-72	JD	104	3 7 4	3 4 1
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	91	3 5 11	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	103	3 8 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	78	3 4 1	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	91½	3 5 7	—
Manchester 3% 1941 or after	FA	89	3 7 5	—
Metropolitan Consd. 2½% 1920-49	MJSD	96	2 12 1	2 16 8
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93½	3 4 2	3 4 9
Do. do. 3% "E" 1953-73	JJ	98	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 2
‡ Do. do. 4½% 1950-70	MN	115	3 18 3	3 5 7
Nottingham 3% Irredeemable	MN	91	3 5 11	—
Sheffield Corp. 3½% 1968	JJ	104	3 7 4	3 6 1
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	107½	3 14 5	—
Gt. Western Rly. 4½% Debenture	JJ	116½	3 17 3	—
Gt. Western Rly. 5% Debenture	JJ	127	3 18 9	—
Gt. Western Rly. 5% Rent Charge	FA	125½	3 19 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	113	4 8 6	—
Southern Rly. 4% Debenture	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	107½	3 14 5	3 11 5
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	113	4 8 6	—

*Not available to Trustees over par. ‡Not available to Trustees over 115.
†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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ANNUAL REPORT and full particulars of the work gladly supplied by the Secretary, Mr. J. F. RUSSELL. (Phone: East 5068.)

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